

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2022-01**

**A PROCLAMATION RECOGNIZING FEBRUARY AS BLACK HISTORY  
MONTH.**

**WHEREAS**, Black History Month is a time for all Americans to reflect on the history, teachings, and contributions by Black Americans in various fields, including arts and sciences, business and law, health and education, and much more; and,

**WHEREAS**, the national theme for this year’s observance is “Black Health and Wellness”; and,

**WHEREAS**, the theme considers activities, rituals, and initiatives that Black communities have utilized for the health and wellness of their members; and,

**WHEREAS**, the theme acknowledges the legacy of not only Black scholars and medical practitioners in Western medicine, but also other ways of knowing, embracing the rituals, traditions and healing modalities of Black communities across the globe; and,

**WHEREAS**, initiatives to help decrease disparities have caused several positive outcomes, including having more diverse practitioners and representation in all segments of the medical and health fields; and,

**WHEREAS**, the rise of fields, such as Public and Community Health and Health Informatics, has led to an increase in preventative care and a stronger focus on body positivity, physical exercise, nutrition, exploring dietary options, and gardening; and,

**WHEREAS**, Black Health and Wellness not only includes one’s physical body, but also emotional and mental health.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and proclaim February 2022 as Black History Month in Oconee County, South Carolina, and urge all citizens to honor the history and achievements of Black Americans and to reflect on the multiple facets of Black health and wellness across the United States.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of February, 2022.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
John Elliott, Chairman of County Council

ATTEST:

\_\_\_\_\_  
Jennifer Adams, Clerk to County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-04**

AN ORDINANCE TO AMEND ORDINANCE 2021-01, THE BUDGET FOR OCONEE COUNTY, WHICH PROVIDES FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, events and needs have occurred, necessitating the amendment of Ordinance 2021-01 to reflect certain additional revenues and the expenditure of certain additional funds in relation to Ordinance 2021-01; and

WHEREAS, Council therefore desires to amend Ordinance 2021-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that Ordinance 2021-01 is hereby amended and restated as follows:

**SECTION 1**

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2021-2022 fiscal year for Oconee County (the “County”) for ordinary county purposes.<sup>1</sup>

<b>General Fund:</b>	<b>Original Approved Budget 6.22.21</b>		<b>Amended Budget approved by this Ordinance 2022-04</b>	
Administrator	1,569,130		1,569,130	
Airport	1,381,264		<b>1,881,264</b>	
Assessor	1,037,941		1,037,941	
Board of Assessment Appeals	12,003		12,003	
Building Codes	651,582		651,582	
Chau Ram Park	373,660		373,660	
County Attorney	398,876		398,876	
County Council	311,016		311,016	
Debt Service Lease Payments	738,542		738,542	
Delinquent Tax Collector	459,939		459,939	
Department of Social Services	13,200		13,200	
Economic Development	682,691		682,691	

<sup>1</sup> See Attachment A to Ordinance 2021-01, incorporated herein by reference, as modified by this ordinance, for detailed budgetary appropriations.

Emergency Services	6,347,010		6,347,010	
Facilities Maintenance	1,404,957		1,404,957	
Finance Office	679,902		679,902	
Health and Human Services Direct Aid	671,867		671,867	
Health Department	29,134		29,134	
High Falls Park	452,549		452,549	
Human Resources	344,375		344,375	
Information Technology	1,132,226		1,132,226	
Legislative Delegation	96,389		96,389	
Library	1,469,376		1,469,376	
Magistrate	938,198		938,198	
Non-Departmental	2,148,822		2,148,822	
Other Financing Uses	747,000		747,000	
Parks, Recreation and Tourism	769,984		769,984	
Planning	388,924		388,924	
Procurement	176,724		176,724	
Register of Deeds	317,244		317,244	
Roads and Bridges	2,967,509		2,967,509	
Soil and Water Conservation District	84,043		84,043	
Solid Waste	5,411,117		5,411,117	
South Cove Park	554,386		554,386	
Vehicle Maintenance	962,684		962,684	
Veterans' Affairs	213,403		213,403	
Voter Registration and Elections	244,996		244,996	
<b>Total General:</b>		<b>36,182,663</b>		<b>36,682,663</b>
<b>Elected/Appointed Officials</b>				
Auditor	603,155		603,155	
Clerk of Court	696,419		696,419	
Coroner	303,470		<b>310,470</b>	
Probate Court	377,073		377,073	
Public Defender	250,000		250,000	
Sheriff	9,769,341		9,769,341	
Animal Control	658,107		658,107	
Communications	1,718,079		1,718,079	
Detention Center	4,617,760		4,617,760	
Solicitor	1,013,700		1,013,700	
Treasurer	645,385		645,385	
<b>Total Elected Officials:</b>		<b>20,652,489</b>		<b>20,659,489</b>

<b>Special Revenue Funds:<sup>2</sup></b>				
Emergency Services Protection	1,512,000		1,512,000	
Victim Services - Sheriff's Office	127,753		127,753	
Victim Services - Solicitor's Office	75,006		75,006	
911 Fund	984,000		984,000	
Tri-County Technical College	1,580,200		1,580,200	
Road Maintenance Fund	2,454,000		2,454,000	
<b>Total Special Revenue Funds:</b>		<b>6,823,959</b>		<b>6,823,959</b>
<b>Capital Project Funds:<sup>3</sup></b>				
Economic Development	1,110,822		1,110,822	
Parks, Recreation and Tourism	1,500,000		1,500,000	
Bridge & Culvert Fund	1,150,000		1,150,000	
Capital Equipment / Vehicle Fund	1,621,728		1,621,728	
<b>Total Capital Project Funds:</b>		<b>5,382,550</b>		<b>5,382,550</b>
<b>Enterprise Fund: Change from 2<sup>nd</sup> Reading to 3<sup>rd</sup> and Final Reading \$150,000</b>		<b>5,107,050</b>		<b>5,612,050</b>
<b>Debt Service Fund:</b>		<b>1,868,306</b>		<b>1,868,306</b>
<b>Grand Total of all Funds FY 2021-2022</b>		<b>76,017,017</b>		<b>77,029,017</b>

## SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 10 below) for the Oconee County Budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2021 and ending June 30, 2022. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

## SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,580,200, for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on

<sup>2</sup> See sections 3 – 11 below.

<sup>3</sup> See sections 3 – 11 below.

taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 4**

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,512,000, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 5**

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 6**

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$1,150,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 7**

A tax of 1.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,110,822 for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 8**

A tax of 1.3 mills to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,500,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 9**

A tax of 3.0 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,868,306, for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 10**

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 911 Fund, special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

## **SECTION 11**

A tax of 2.0 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,621,728, for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 12**

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2021, as a part of the budget authorized by this Ordinance.

## **SECTION 13**

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

## **SECTION 14**

All unexpended appropriations as of June 30, 2021, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

## **SECTION 15**

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

## **SECTION 16**

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees attached hereto as **ATTACHMENT B**, is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate county departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established on **ATTACHMENT B**.

## **SECTION 17**

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985. Several amendments to the

County's Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2021 and ending June 30, 2022. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS "AT WILL" AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

#### **SECTION 18**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

#### **SECTION 19**

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

#### **SECTION 20**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2021.

#### **SECTION 21**

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.



Adopted in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

OCONEE COUNTY, SOUTH CAROLINA

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John Elliott  
Chairman, Oconee County Council

ATTEST

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Jennifer C. Adams  
Clerk to County Council

First Reading:        January 18, 2022  
Second Reading:     February 1, 2022  
Public Hearing:        February 15, 2022  
Third Reading:        February 15, 2022

**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**BUDGET PROVISOS FOR FISCAL YEAR 2021-2022**  
**ORDINANCE 2021-01 and 2021-04**

**Section 1**

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

**Section 2**

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

**Section 3**

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

**Section 4**

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

**Section 5**

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

**Section 6**

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be

circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

### **Section 7**

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

### **Section 8**

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

### **Section 9**

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

### **Section 10**

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

### **Section 11**

For all economic development projects in a joint county industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2021, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be

divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;<sup>[1]</sup> (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint county industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

## Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2021 and ending June 30, 2022.

## Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2020) was \$9,478,187. Oconee County’s assigned fund balance as of the last audited fiscal year (2020) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715
Assigned funds for Transportation Fund Balance:	\$ 300,000

## Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

## Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT D**.

## Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee

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<sup>[1]</sup> If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>General County Fees</b>			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
<b>Copies</b>			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
<b>County Road Maps</b>			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
	Per Map	\$1.50	\$1.50
<b>Noise Ordinance Permit Fee</b>	Per Event	\$50.00	\$50.00
<b>Departmental Fees</b>			
<b>Assessor</b>			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery)		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery)		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery)		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery)		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery)		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery)		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
<b>Animal Control</b>			
Dog Adoption Fee	Per Dog	\$25 - \$125	\$25 - \$125
Cat Adoption Fee	Per Cat	\$25 - \$125	\$25 - \$125
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee	10 Days	\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Boarding Fee - Large Animal	Per Day	\$20.00	\$20.00
Vaccine(s) - Misc	Per Vaccine	\$10.00	\$10.00
Dewormed - Misc		\$10.00	\$10.00
Heartworm Test - Misc		\$10.00	\$10.00
Microchip Fee - Misc		\$15.00	\$15.00

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Airport</b>			
T-Hanger Rental Rates	Per Month	\$160.00	\$160.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$235.00	\$235.00
New T-Hangars E (8)	Per Month	\$270.00	\$270.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$25.00
After Hour Callout Fee - With purchase of fuel	Minimum of 100 gallons	\$150.00	\$150.00
After Hour Callout Fee - No purchase of fuel	Per Callout	\$250.00	\$250.00
GPU (Ground Power Unit)	Per Hour	\$50.00	\$75.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft
Ramp Fee -			
Tier 1 (100,000 - 20,000 Pounds)		\$50.00	100 Gallons/Top Off or \$100.00
			\$15.00 per night after 48 hours
Tier 2 (20,000 - 30,000 Pounds)		\$50.00	200 Gallons or \$200.00
			\$35.00 per night after 48 hours
Tier 3 (30,000 - 40,000 Pounds)		\$50.00	300 gallons or \$300.00
			\$50.00 per night after 48 hours
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 250 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 200 gallons or more	\$0.10 reduction for 250 gallons or more Jet-A

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Building Codes</b>			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
<b>Manufactured Homes</b>			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee		\$50.00	\$50.00
Manufactured Home Moving Permit		\$40.00	\$40.00
<b>Other Permits</b>			
Moving Permits (Structures Other Than Manufactured Homes)		\$100.00	\$100.00
<b>Penalties</b>			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$75.00	\$75.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$6.00	\$6.00
Maps - 24 X 36	Each	\$8.00	\$8.00
Maps - 36 X 48	Each	\$10.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$35.00	\$35.00
Certified Printouts		\$5.00	\$5.00
Exemplified copies of orders	Per Document	\$10.00	\$10.00
Family Court Divorce Packets	Per Packet	\$27.00	\$27.00
All other fees are state mandated			



**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Coroner</b>			
Creamtion Permits <b>New</b>	Per Permit	N/A	<b>\$30.00</b>
<b>County Council</b>			
Audio CD	Per Event	\$5.00	\$5.00
<b>Delinquent Tax Collector</b>			
Administrative Fee		\$10.00	\$10.00
<b>GIS</b>			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery)		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery)		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery)		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery)		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery)		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery)		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
<b>Library</b>			
<b>Overdue Fines</b>			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$0.50	\$0.50
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
<b>Miscellaneous</b>			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$20.00	\$20.00
<i>* Not charged to patrons from Anderson and Pickens Counties who are in good Standing.</i>			

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Parks, Recreation and Tourism</b>			
<b>Admission Fees (All Parks)</b>			
Daily Parking	Per Vehicle	\$3.00	\$3.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Commercial Use)	Per Boat and/or Trailer	\$100.00	\$100.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		FREE	FREE
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
<b>Camping (All Parks)</b>			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
<i>All campers must have current license plates. No site may be occupied for more than thirty (30) days.</i>			
<b>Building Reservations (All Parks)</b>			
<i>Moving to full day rentals only, except Chau Ram</i>			
Recreation Building - 1 to 100 People	Full Day Only	\$100.00	\$100.00
Recreation Building - 101 to 200 People	Full Day Only	\$200.00	\$200.00
Recreation Building - 201 to 300 People	Full Day Only	Must Call to set up	Must Call to set up
Recreation Building - 301 or More People	Full Day Only	Must Call to set up	Must Call to set up
<b>Picnic Shelters</b>			
<b>Chau Ram Park</b>			
Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
<b>Recreation Building - 1 to 50 People</b>	1/2 Day	\$50.00	\$50.00
<b>Recreation Building - 51 to 100 People</b>	1/2 Day	\$100.00	\$100.00
<b>Recreation Building - 101 to 150 People</b>	1/2 Day	\$150.00	\$150.00
<b>Recreation Building - 151 to 200 People</b>	1/2 Day	\$175.00	\$175.00
<b>South Cove Park</b>			
Pavilion	Full Day Only	\$75.00	\$75.00
<b>High Falls Park</b>			
Patio Deck - Max Number of 100 People	Full Day Only	\$75.00	\$75.00
Point Shelter Max Number of 70 People	Full Day Only	\$75.00	\$75.00
<b>Weddings and Rehearsals</b>			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
<b>Rehearsal Dinners and Receptions (For Off-Site Weddings)</b>			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 to 150 People	1/2 Day	\$150.00	\$150.00
101 to 150 People	Full Day	\$300.00	\$300.00
151 to 200 People	1/2 Day	\$175.00	\$175.00
151 to 200 People	Full Day	\$350.00	\$350.00
<b>Miscellaneous</b>			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
<b>Non-Camper Dump Fee To Use Dump Station</b>	Per Use	\$5.00	\$5.00

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Planning</b>			
<b>Sign Fees</b>			
Less Than 50 Square Feet		No Fee	No Fee
On Premise signs		\$150.00	\$150.00
Billboard - off premise sign		\$250.00	\$250.00
Billboard I-85		\$500.00	\$500.00
Basic Plat Review - per parcel		\$25.00	\$25.00
Subdivisions with creation of new parcels for recording			
2-10 New Parcels	Per Parcel	\$25.00	\$25.00
11+ New Parcels		\$250 + \$15 Per Parcel	\$250 + \$15 Per Parcel
Subdivisions NOT involving creation of new parcels for recording			
2-10 Dwelling Units	Per Unit	\$50.00	\$50.00
11+ Dwelling Units		\$1,000 + \$50 Per Unit	\$1,000 + \$50 Per Unit
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Fee -	Annual Fee	\$1,000.00	\$1,000.00
Wi-Fi Tower -		\$500.00	\$500.00
Group Homes		\$300.00	\$750.00
Sexually Oriented Business	Annual Fee	\$2,500.00	\$2,500.00
Sexually Oriented Business Employee	Per Employee	\$50.00	\$50.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Non-CFD Rezoning Application Fee	Per Parcel	\$50.00	\$50.00
Appeals, Variances, and Special Exception Application Fee		\$250.00	\$250.00
Zoning Permit Fee		\$25.00	\$25.00
Vegetation Removal Fee Application		\$100.00	\$100.00
Development within the Vegetation	Per Project	\$100.00	\$100.00

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Probate</b>			
<b>Estate and Conservatorship Fees</b>			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$60.00	\$60.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$100.00	\$100.00
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$150.00	\$150.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation Is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
<b>Marriage Fees</b>			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Oconee County Resident		\$25.00	\$25.00
Marriage Ceremony Fee - Out of County Resident		\$25.00	\$25.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$30.00	\$30.00
Marriage License Fee - (Total Cost) - Out of County Resident		\$75.00	\$75.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
<b>Newspaper Advertisement Fees</b>			
Notice to Creditor - Daily Journal		\$225.00	\$225.00
Affidavit of NTC Ad		\$5.00	\$5.00

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Register of Deeds</b>			
Deeds		\$10.00 more than 4 pages \$1.00 per additional	\$15.00
Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$25.00
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$10.00
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$25.00
Satisfaction of Real Estate Mortgage		\$5.00	\$10.00
Plat - Any Size		-	\$25.00
Plat Larger Than 8.5 X 14		\$10.00	N/A
Plat of "Legal Size" Dimensions or Smaller		\$5.00	N/A
Plats Larger Than 17 X 24		\$20.00	N/A
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records - Categorized by State Recording Fees		\$10.00 more than 4 pages \$1.00 per additional	\$10.00/\$15.00/\$25.00
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more that 4 pages \$1.00 per additional	\$25.00
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$25.00
Cancellation of Mechanics Lien		\$5.00	\$10.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$25.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$25.00
Copies Mailed - \$5.00 Additional to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.50
Copies - 8.5 X 14	Per Page	\$0.25	\$0.50
Copies - 11 X 17	Per Page	\$0.50	\$0.50
<b>All Register of Deeds fee increases have been in effect since August 2020 per South Carolina mandates</b>			

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Roads and Bridges</b>			
Sign Fee - Municipalities		materials cost	\$25.00 + materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
<b>Rock Quarry</b>			
<b>Rock Sales</b>		<b>Price per ton</b>	
# 1 Crusher Run 1 1/2"		\$11.60	\$11.60
# 2 Crusher Run (Sap Rock)		\$9.35	\$9.35
# 3 Surge 2" x 3"		\$12.85	\$13.35
# 4 Screenings		\$6.10	\$6.60
# 5 57: 1"		\$12.60	\$13.10
# 6 789: 3/8" x 1/2"		\$12.10	\$12.60
# 7 Class A Rip Rap 4" x 8"		\$14.35	\$14.85
# 8 Class B Rip Rap 9" x 15"		\$14.60	\$15.10
# 9 Asphalt Sand		\$9.85	\$10.35
# 11 6M 3/8" x 1"		\$10.35	\$10.35
#13 Class E Rip Rap (Boulders Larger than 27")		\$19.85	\$20.35
#14 Flat Boulders		\$22.85	\$23.35
#15 Class C Rip Rap 15" x 21"		\$14.85	\$15.35
#16 Class D Rip Rap 21 1/2" x 27"		\$15.10	\$15.60
#17 Dirt Sales per Ton		\$1.00	\$1.00
Credit			
Credit Application Fee		\$60.00	\$60.00
<b>* Quarry Manager may substitute one product, close in scale, for another due to availabilities.</b>			
<b>Sheriff</b>			
<b>Civil Fees</b>			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notice	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
<b>Miscellaneous</b>			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00

**Oconee County, South Carolina  
Fees Schedule  
2021-2022 Budget**

Description	Rate	FY 2021 Fees	FY 2022 Fees
<b>Solid Waste</b>			
MSW Transfer Station Tipping Fee- House-Hold	Per Ton	\$50.00	\$60.00
MSW Transfer Station Tipping Fee - Commercial	Per Ton	\$60.00	\$60.00
C and D Landfill Tipping Fee (Rate was last set in 2008.)	Per Ton	\$30.00	\$35.00
Mulch	Per Scoop	\$10.60	\$10.60
Railroad Ties	Per Ton	\$55.00	\$65.00
Off-Road, Large Tractor, or Oversized Tires	Per Ton	\$150.00	\$175.00
Asbestos	Per Ton	\$85.00	\$85.00
<b>Solid Waste License's</b>			
Commercial/Industrial	Per Entity	\$100.00	\$100.00
Residential	Per Entity	\$40.00	\$40.00
Combined	Per Entity	\$125.00	\$125.00
<b>Miscellaneous</b>			
Truck Decal	Each	\$5.00	\$5.00
<b>Credit</b>			
Credit Application Fee		\$60.00	\$60.00
Billing Late Fee after 15 day grace period		3%	3%
<b>Solicitor</b>			
Worthless Check Fee		\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01	\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01
<b>Treasurer</b>			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-05**

**AN ORDINANCE TO ADOPT A REDISTRICTING PLAN FOR  
OCONEE COUNTY, SOUTH CAROLINA; AND OTHER  
MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), in compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended, and the United States Voting Rights Act of 1965, as amended (collectively, the “Law”), has determined to realign the electoral districts for the election of members of County Council following, pursuant to, and in accordance with the Federal Decennial Census of 2020 (“2020 U.S. Census”) and the Law;

**WHEREAS**, there presently exist five single member districts (“Election Districts”) for the election of County Council members in the County;

**WHEREAS**, this Ordinance is for the purpose of defining the district boundaries of the Election Districts to meet the requirements of, and in accordance with, the Law;

**WHEREAS**, the re-defining of the election district boundaries for redistricting purposes is based upon the 2020 U.S. Census in order that the population of such Election Districts shall comply with the requirements of the Law;

**WHEREAS**, the pertinent demographic data from the 2020 U.S. Census, as presented in the 2020 Benchmark Report from the South Carolina Department of Revenue and Fiscal Affairs, is attached to this Ordinance as Exhibit A, and is incorporated herein by reference as if fully set forth verbatim herein;

**WHEREAS**, the County, acting by and through its County Council, has heretofore adopted the criteria that it has elected to use, in accordance with the Law, as set out explicitly in Oconee County Resolution R2021-15;

**WHEREAS**, a map depicting the redistricting of the Election Districts, as determined by County Council, in accordance with the Law, utilizing the criteria set out in Resolution R2021-15, is attached to this Ordinance as Exhibit B, and is incorporated herein by reference as if fully set forth verbatim herein; and

**WHEREAS**, County Council desires to authorize and direct the Oconee County Administrator to take such administrative actions and to promulgate and



execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this Ordinance, including the elections required thereby and in accord with the Law.

**NOW, THEREFORE**, it is hereby ordained by County Council, in meeting duly assembled, that:

1. The five single member Election Districts for the election of County Council members in Oconee County are hereby redistricted as depicted on the map of the County attached to this Ordinance as Exhibit B.
2. The County Administrator is authorized and directed to take all such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts provided for and adopted in this Ordinance, including the elections required thereby, and in accord with the Law.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

Adopted in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2022.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
John Elliott  
Chairman, Oconee County Council

ATTEST

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

First Reading: January 18, 2022  
Second Reading: February 01, 2022  
Public Hearing: February 15, 2022  
Third Reading:

EXHIBIT A

[See Attached]

EXHIBIT B

[See Attached]



EXHIBIT A

# 2020 REDISTRICTING BENCHMARK REPORT

## OCONEE COUNTY

**REPORT PREPARED BY:**

South Carolina Revenue and Fiscal Affairs  
Rembert Dennis Building, Room 419  
1000 Assembly Street  
Columbia, South Carolina 29201  
(803)-734-3793

September 27, 2021

**REDISTRICTING REPORT 2020**  
**PRESENTED TO: OCONEE COUNTY**

---

The South Carolina Revenue and Fiscal Affairs Office (RFA) has prepared the following analysis and accompanying maps regarding the redistricting for Oconee County Council.

RFA strives to release data that is complete, accurate, and useful. However, we ask that you notify us, either by email ([redistricting@rfa.sc.gov](mailto:redistricting@rfa.sc.gov)) or phone (803-734-3793), of any discrepancies.

**ITEMS TO NOTE PRIOR TO REVIEWING THIS REPORT:**

- The 2020 Census presents new challenges regarding redistricting as the data below the state level will be affected by the U.S. Census Bureau's efforts with respect to differential privacy. The Bureau has stated that the total population in each state will be "as enumerated," but that all other levels of geography could have some variance from the raw data. This variance is referred to by the Census Bureau as "injecting noise" into the data and is an attempt to improve privacy. The bureau has indicated that no "noise" will be injected into the state total population, but it is likely that noise will be injected for every other level of geography. More noise is injected as the geography levels get smaller. In other words, population counts at the county, city, or block level may not be "as enumerated".
- Race is defined following the guidance provided in OMB Bulletin No. 00-02 which allocates population counts of a "minority race and white" category to the minority race. In Tables 2 and 3, NH DOJ Black is the sum of Non-Hispanic Black and Non-Hispanic Black and White as recommended by the Department of Justice (DOJ).

## CONSIDERATIONS FOR PRELIMINARY PLAN:

In developing a preliminary plan, RFA recommends following constitutional and statutory provisions:

- The requirement of “one person, one vote” under the Equal Protection Clause of the 14<sup>th</sup> Amendment and accepted variances.
- The Voting Rights Act, primarily Section 2, which protects the interest of the racial minority population.
- Other applicable court decisions and federal and state law.

Further, RFA recommends the following set of traditional redistricting principles be considered:

- Districts or wards will be drawn contiguously, so that all parts of the district or ward are connected to each other.
- Districts or wards will be drawn to minimize the division of voting precincts.
- Districts or wards will be geographically compact to the extent practicable, such that nearby areas of population are not bypassed for a more distant population.
- Districts or wards will be drawn, when feasible, with respect to existing districts and communities of interests, which will require input from Council and the citizens.
- Districts or wards will be drawn to comply with other applicable court decisions and federal and state laws.

## 2020 CENSUS BENCHMARK REPORT

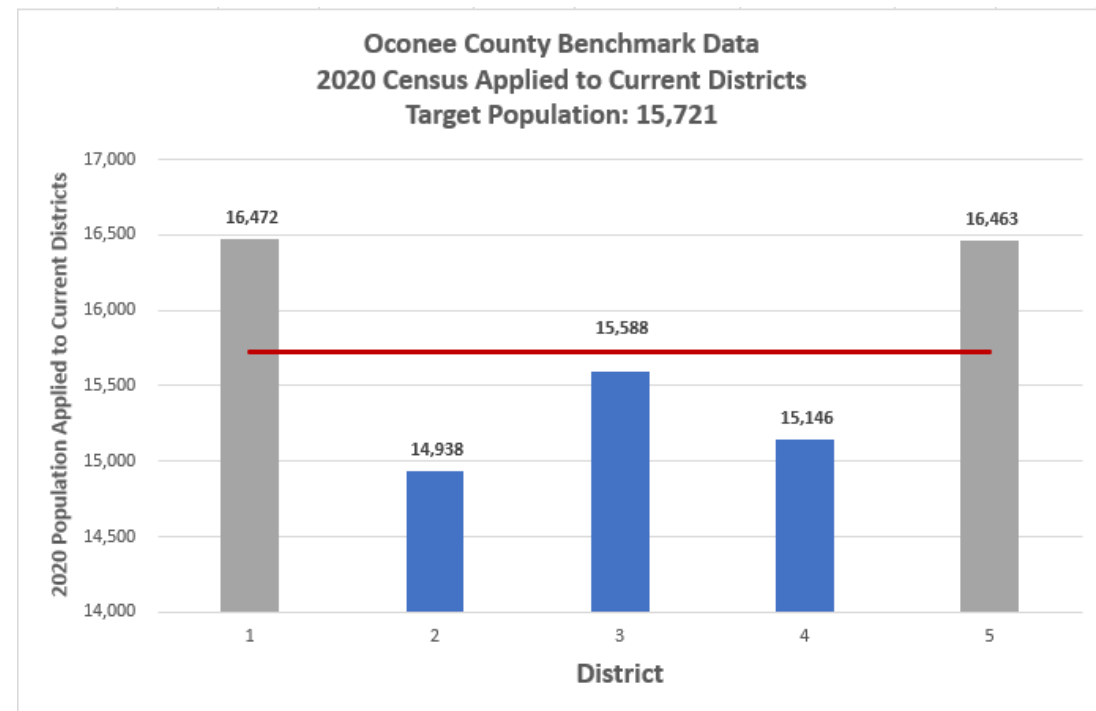
The population of Oconee County has increased 5.84% from 74,273 to 78,607. As a result, the ideal district changed from 14,855 to 15,721. The Benchmark Report noted a deviation range of 9.76% (the sum of the highest deviation, 4.77%, and the absolute value of the lowest deviation | -4.98% |) which is below the maximum range of 10%. RFA recommends a deviation range of 5%.

The following table and chart show which districts are (under-) or over-populated indicating potential adjustments needed to be within the allowable deviation range.

TABLE 1: 2020 CENSUS COUNTS APPLIED TO CURRENT DISTRICTS

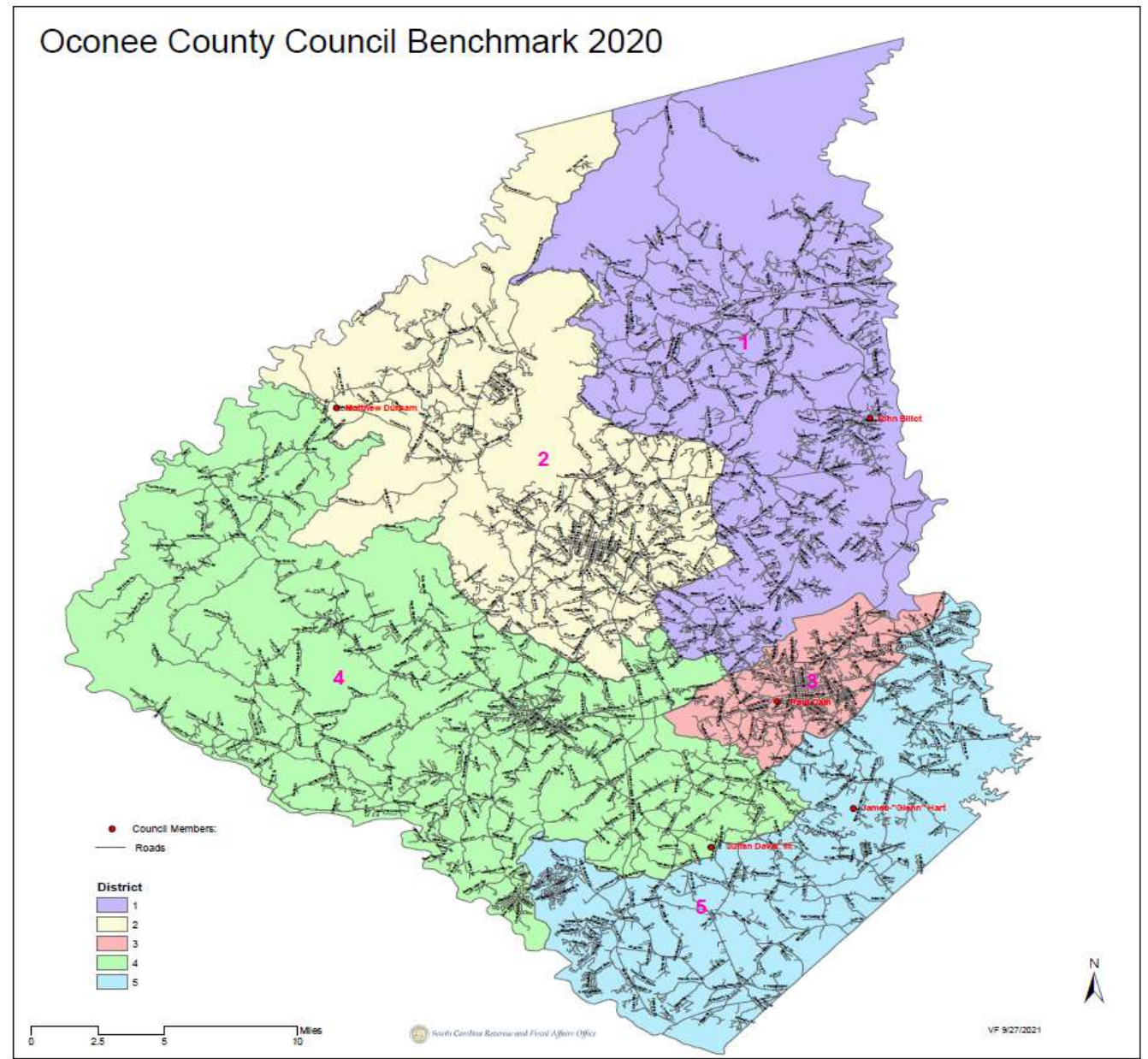
District	2020 Census	Goal	Over/(Under)	% Deviation
1	16,472	15,721	751	4.77%
2	14,938	15,721	(783)	-4.98%
3	15,588	15,721	(133)	-0.85%
4	15,146	15,721	(575)	-3.66%
5	16,463	15,721	742	4.72%
Lowest Deviation:		-4.98%		
Highest Deviation:		4.77%		
Deviation Range:		9.76%		

CHART 1:



MAP 1:

Current County  
Council District Lines and  
Addresses of Incumbents





**TABLE 2: TOTAL POPULATION BY RACE \*RACE DEFINED USING DOJ DEFINITIONS. NOT HISPANIC OR LATINO IS ABBREVIATED AS NH.**

District	Total	Hispanic	% Hispanic	NH White	% NH White	NH DOJ Black	% NH DOJ Black	NH Other Race	% NH Other Race
1	16,472	471	2.86%	15,073	91.51%	309	1.88%	619	3.76%
2	14,938	1,868	12.51%	11,939	79.92%	468	3.13%	663	4.44%
3	15,588	927	5.95%	10,470	67.17%	3,426	21.98%	765	4.91%
4	15,146	550	3.63%	13,329	88.00%	680	4.49%	587	3.88%
5	16,463	568	3.45%	13,885	84.34%	1,138	6.91%	872	5.30%
<b>Total</b>	<b>78,607</b>	<b>4,384</b>	<b>5.58%</b>	<b>64,696</b>	<b>82.30%</b>	<b>6,021</b>	<b>7.66%</b>	<b>3,506</b>	<b>4.46%</b>

**TABLE 3: VOTING AGE POPULATION BY RACE \*RACE DEFINED USING DOJ DEFINITIONS. NOT HISPANIC OR LATINO IS ABBREVIATED AS NH.**

District	VAP Total	VAP Hispanic	% VAP Hispanic	VAP NH White	% VAP NH White	VAP NH DOJ Black	% VAP NH DOJ Black	VAP NH Other Race	% VAP NH Other Race
1	14,284	316	2.21%	13,268	92.89%	204	1.43%	496	3.47%
2	11,526	1,169	10.14%	9,576	83.08%	303	2.63%	478	4.15%
3	12,350	579	4.69%	8,685	70.32%	2,528	20.47%	558	4.52%
4	11,872	354	2.98%	10,607	89.34%	463	3.90%	448	3.77%
5	13,547	389	2.87%	11,654	86.03%	802	5.92%	702	5.18%
<b>Total</b>	<b>63,579</b>	<b>2,807</b>	<b>4.41%</b>	<b>53,790</b>	<b>84.60%</b>	<b>4,300</b>	<b>6.76%</b>	<b>2,682</b>	<b>4.22%</b>

## RFA ANALYSIS RESULTS:

Preliminary results of our analysis indicate there does not appear to be racially polarized voting in Oconee County but more time is needed prior to making a recommendation.

- Voting data was analyzed to determine compliance with Section 2 of the Voting Rights Act.
- The results of the analysis are not absolute due to the limitations of the data; therefore, conclusions are to be used only as a precautionary measure.
- The following techniques were used:
  - Homogeneous Precinct Analysis (Appendix C) - This technique focuses on the racial mix of the precinct. SC voting data is limited for this technique since there is no way to determine the race of the candidate or the voter who cast the ballot.
  - Bivariate Ecological Regression Analysis (Appendix D) - This technique focuses on two aggregate variables and the relationship between them.

## RFA RECOMMENDATIONS:

- RFA requests Council conduct a public meeting to discuss this report and solicit feedback from the public.
- RFA recommends Council adopt, through either a resolution or acceptance of this plan, the following traditional redistricting principles:
  - Districts or wards will be drawn contiguously, so that all parts of the district or ward are connected to each other.
  - Districts or wards will be drawn to minimize the division of voting precincts.
  - Districts or wards will be geographically compact to the extent practicable, such that nearby areas of population are not bypassed for a more distant population.
  - Districts or wards will be drawn to comply with other applicable court decisions and federal and state laws.
  - Districts or wards will be drawn, when feasible, with respect to existing districts and communities of interests, which will require input from Council and the citizens.
- Because of the potential effects of differential privacy, RFA recommends Council adopt a deviation range of 5%.

APPENDIX A – POPULATION TREND

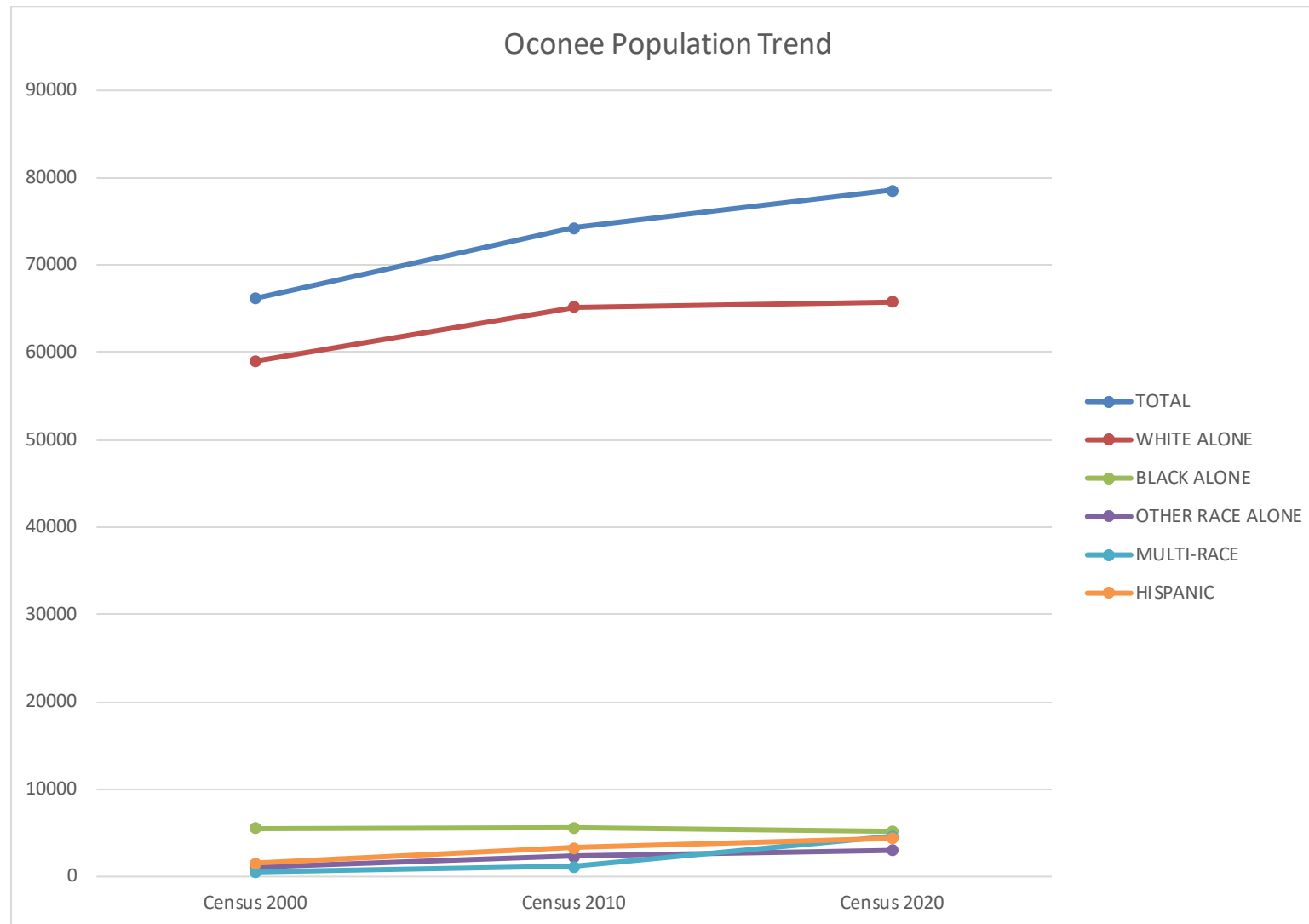
TABLE A-1 PERCENT CHANGE FROM 2010 TO 2020 BY DETAILED RACE CATEGORIES

DOJ Definitions*																										
County	Year	Total Pop	White Alone	Percent of Total	Black Alone	Percent of Total	Other Single Race	Percent of Total	Multiple Race	Percent of Total	Hispanic or Latino Population	Percent of Total	Non-Hispanic White*	Percent of Total	Non-Hispanic Black*	Percent of Total	Non-Hispanic American Indian and Alaska Native*	Percent of Total	Non-Hispanic Asian*	Percent of Total	Non-Hispanic Native Hawaiian and Other Pacific Islander*	Percent of Total	Non-Hispanic Other Race*	Percent of Total	Non-Hispanic Multiple Race*	Percent of Total
OCONEE	2010	74,273	65,177	87.75%	5,613	7.56%	2,308	3.11%	1,175	1.58%	3,349	4.51%	63,807	85.91%	6,015	8.10%	404	0.54%	515	0.69%	25	0.03%	55	0.07%	103	0.14%
	2020	78,607	65,766	83.66%	5,193	6.61%	3,011	3.83%	4,637	5.90%	4,384	5.58%	64,696	82.30%	6,021	7.66%	1,757	2.24%	819	1.04%	39	0.05%	573	0.73%	318	0.40%
Percent Change		5.84%	0.90%		-7.48%		30.46%		294.64%		30.90%		1.39%		0.10%		334.90%		59.03%		56.00%		941.82%		208.74%	

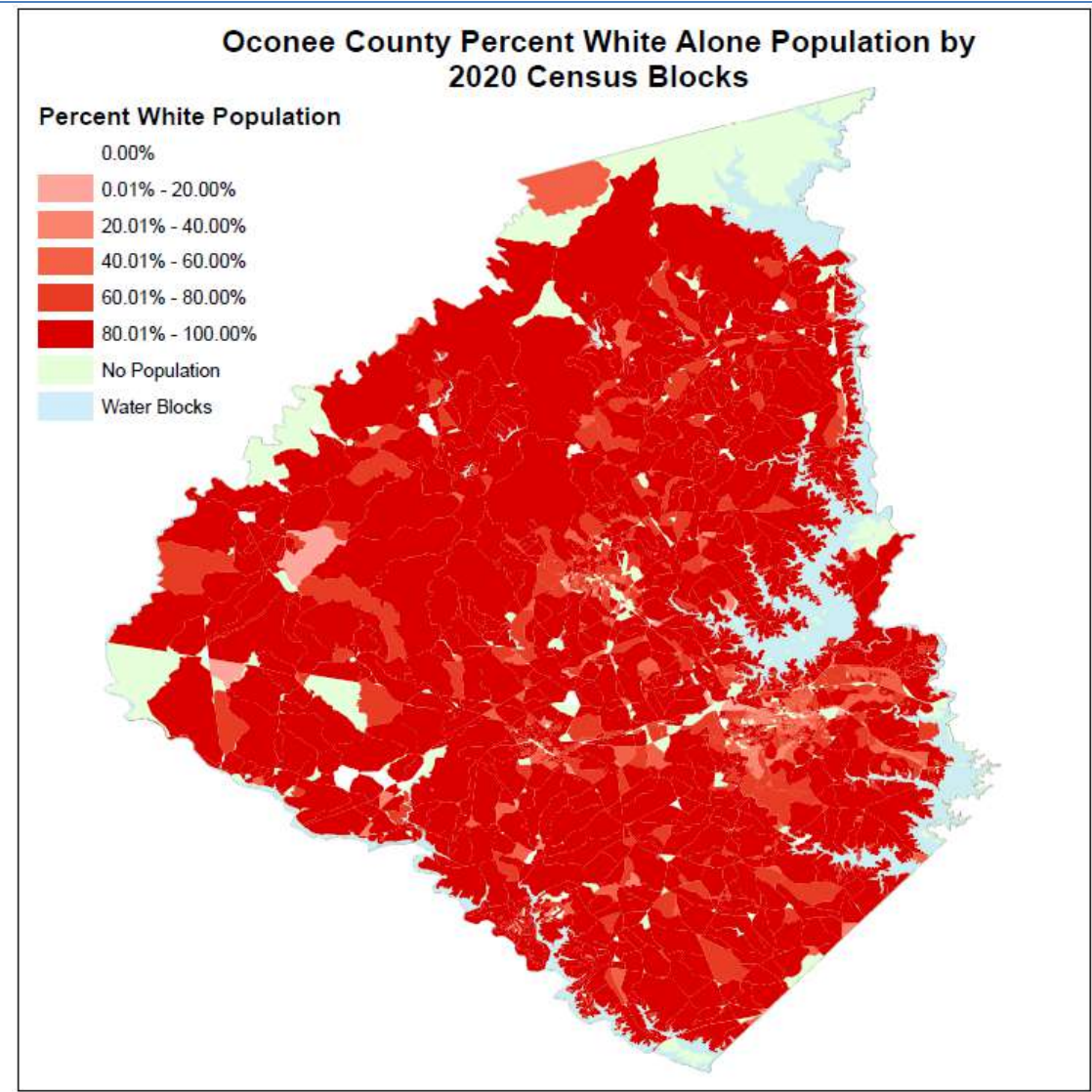
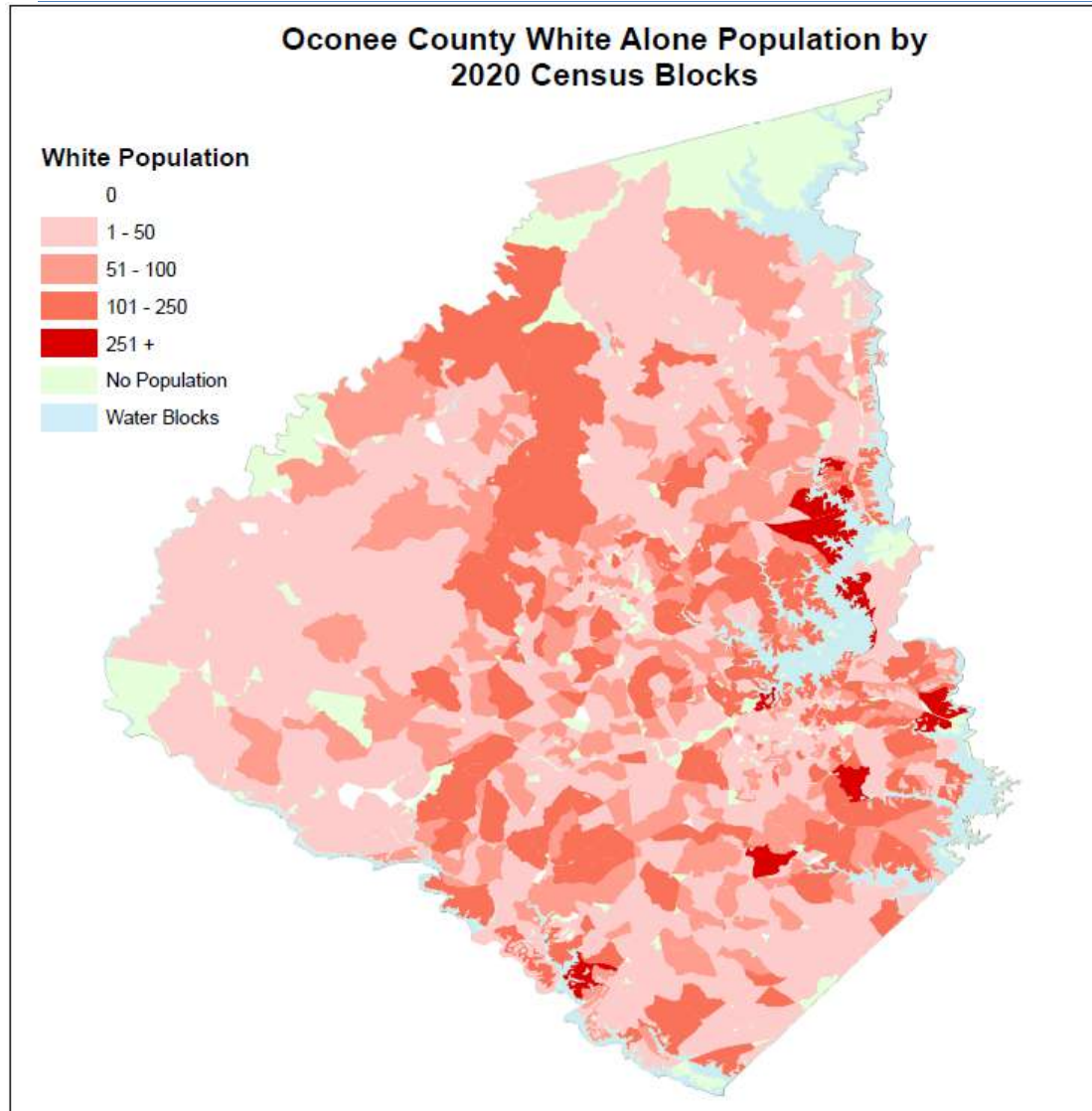
TABLE A-2 PERCENT CHANGE FROM 2010 TO 2020 BY SINGLE RACE CATEGORIES

County	Year	Total Population	White Alone	Percent of Total	Black Alone	Percent of Total	Other Single Race	Percent of Total	Multiple Race	Percent of Total
OCONEE	2010	74,273	65,177	87.75%	5,613	7.56%	2,308	3.11%	1,175	1.58%
	2020	78,607	65,766	83.66%	5,193	6.61%	3,011	3.83%	4,637	5.90%
Percent Change		5.84%	0.90%		-7.48%		30.46%		294.64%	

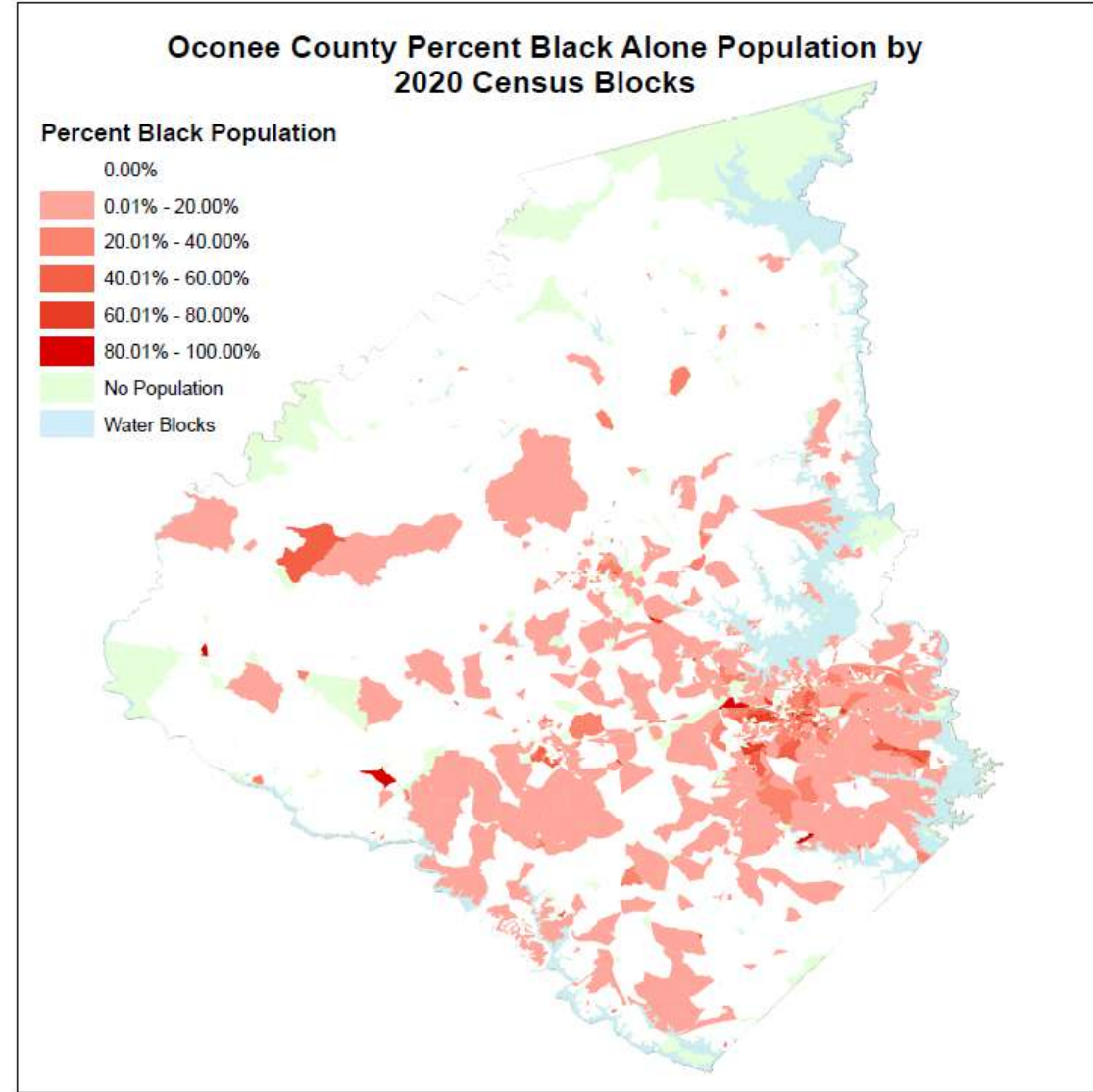
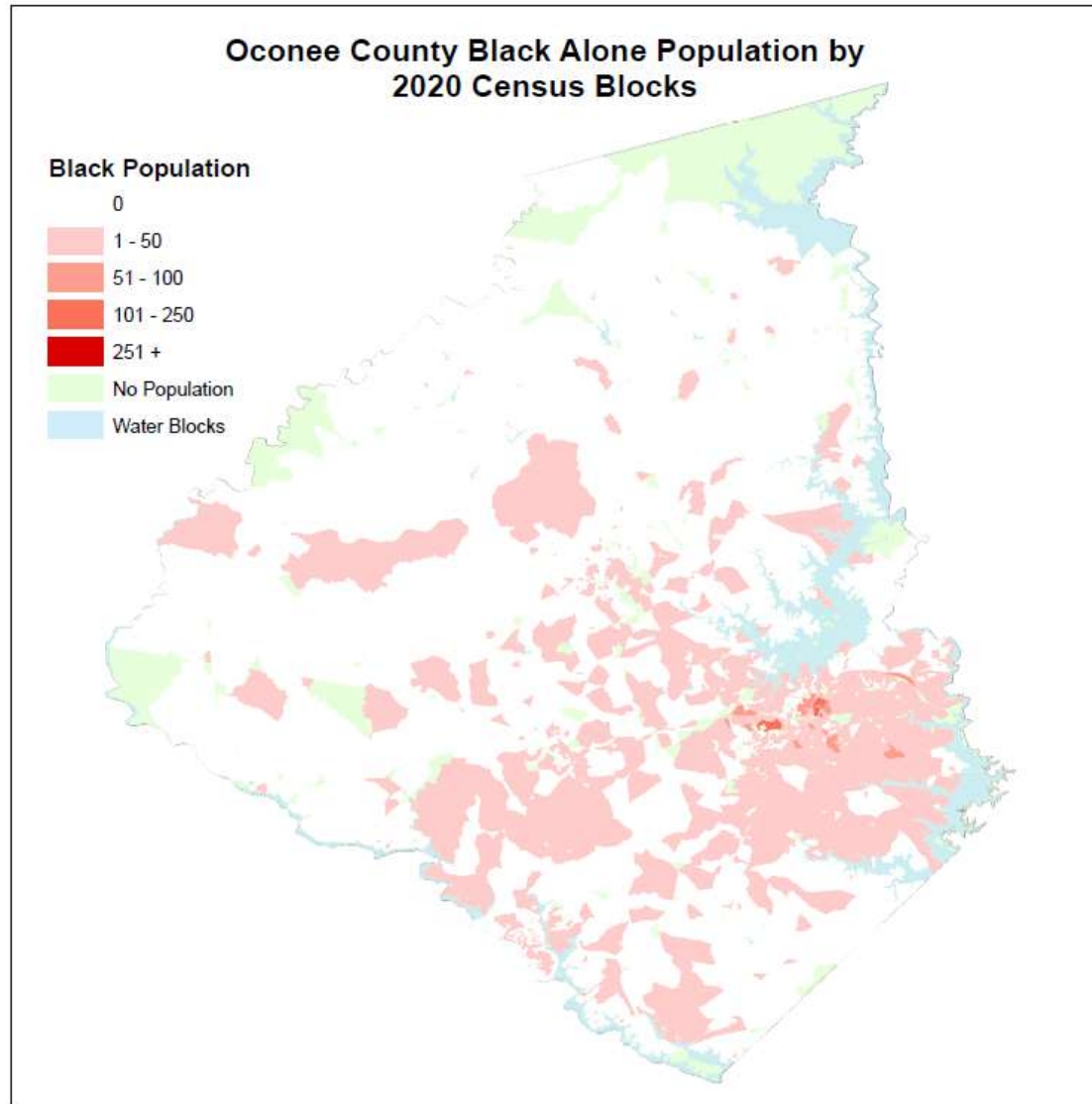
CHART A-1 POPULATION TREND BY SINGLE RACE, 2000 - 2020

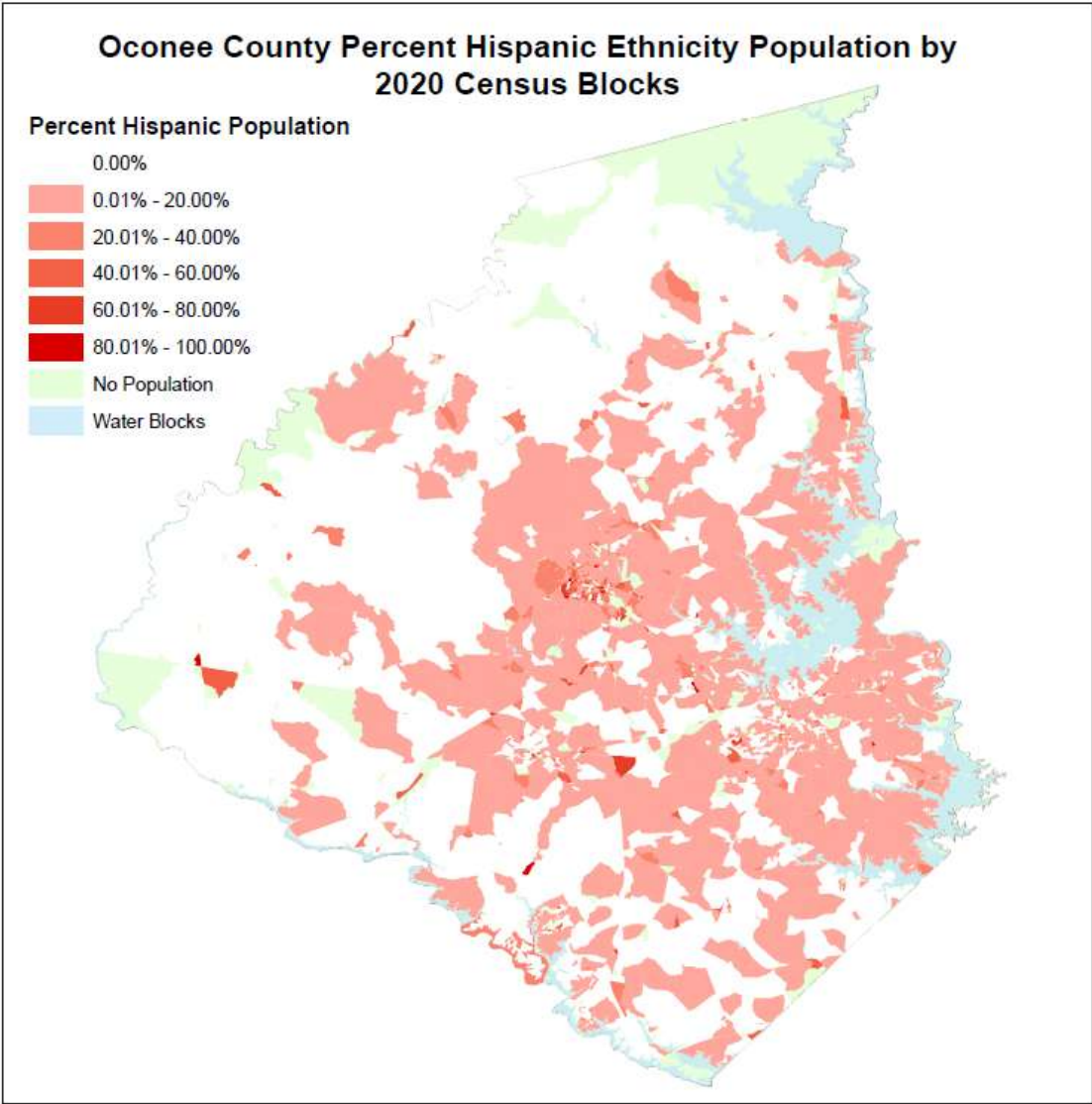
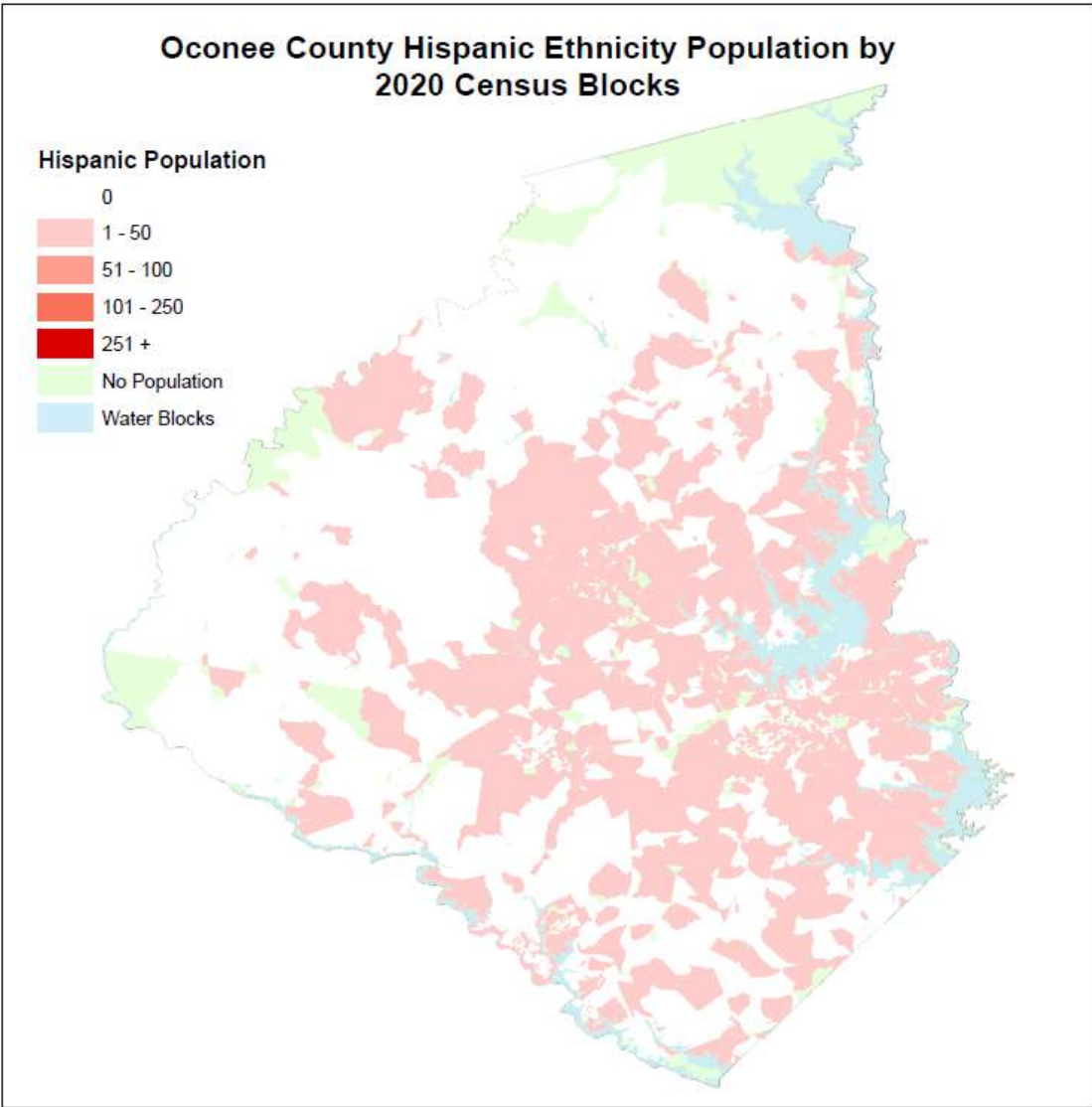


MAPS BY SINGLE RACE CATEGORY - WHITE



MAPS BY SINGLE RACE CATEGORY - BLACK

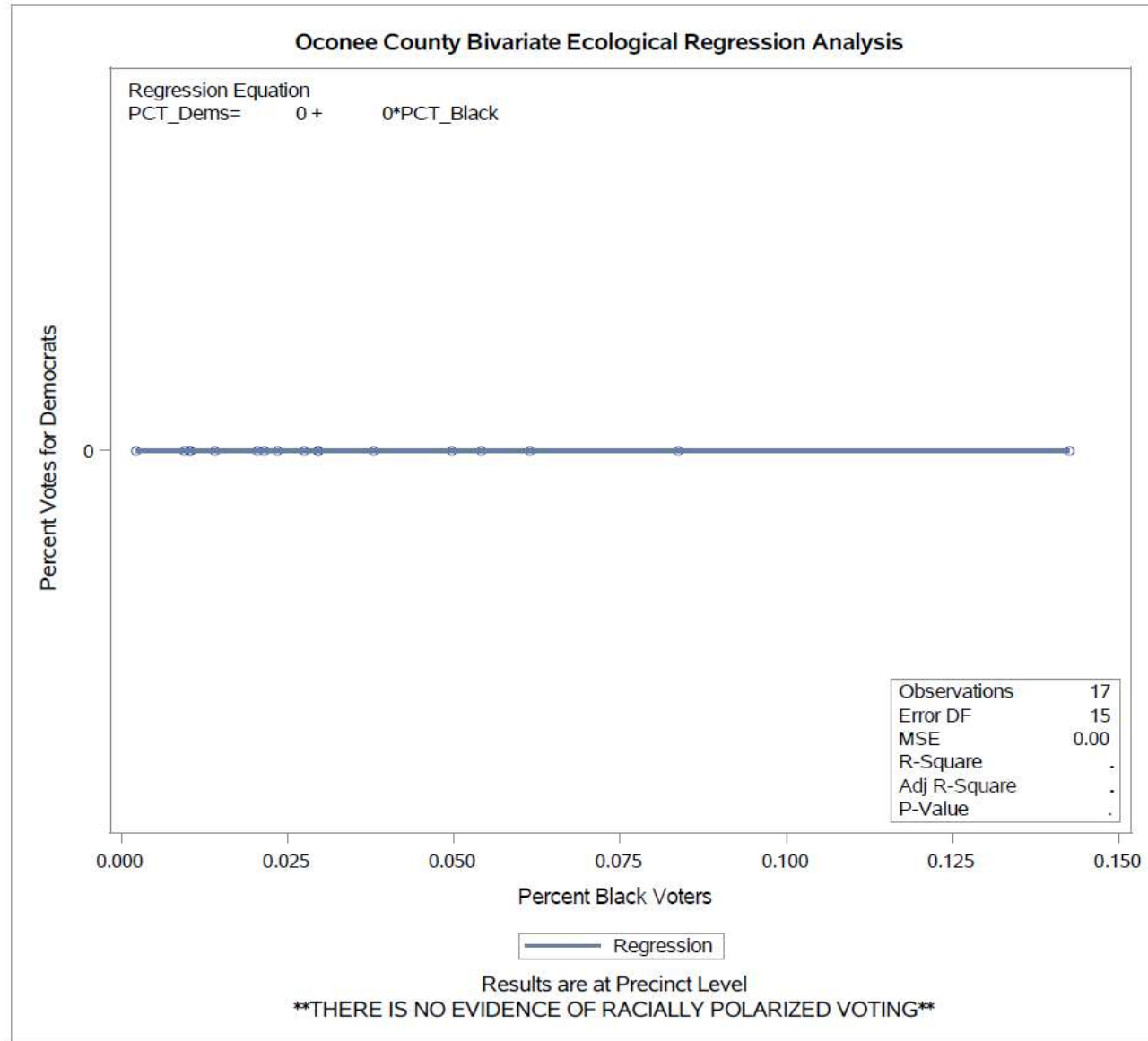




**SC Results for Last Oconee County Council Election by Race**








County Council District	Registered & Voted Last 5 Years	Percent White Registered Voters	Percent Black Registered Voters	Percent Other Registered Voters	Percent Votes for Winning Candidate	Winning Party	Total County District Voters	Party Ran Unopposed
1	Has Voted Last 5 Years	97.82%	0.70%	1.48%	-		-	-
1	Has Not Voted Last 5 Years	95.36%	2.23%	2.41%	-		-	-
2	Has Voted Last 5 Years	93.30%	1.91%	4.79%	98.65%	REP	5994	-
2	Has Not Voted Last 5 Years	86.85%	3.01%	10.14%	-		-	-
3	Has Voted Last 5 Years	75.15%	21.07%	3.78%	-		-	-
3	Has Not Voted Last 5 Years	70.48%	22.17%	7.35%	-		-	-
4	Has Voted Last 5 Years	94.40%	3.93%	1.67%	95.65%	REP	6691	-
4	Has Not Voted Last 5 Years	90.69%	5.45%	3.86%	-		-	-
5	Has Voted Last 5 Years	92.60%	5.25%	2.15%	98.52%	REP	6909	-
5	Has Not Voted Last 5 Years	90.14%	6.39%	3.47%	-		-	-

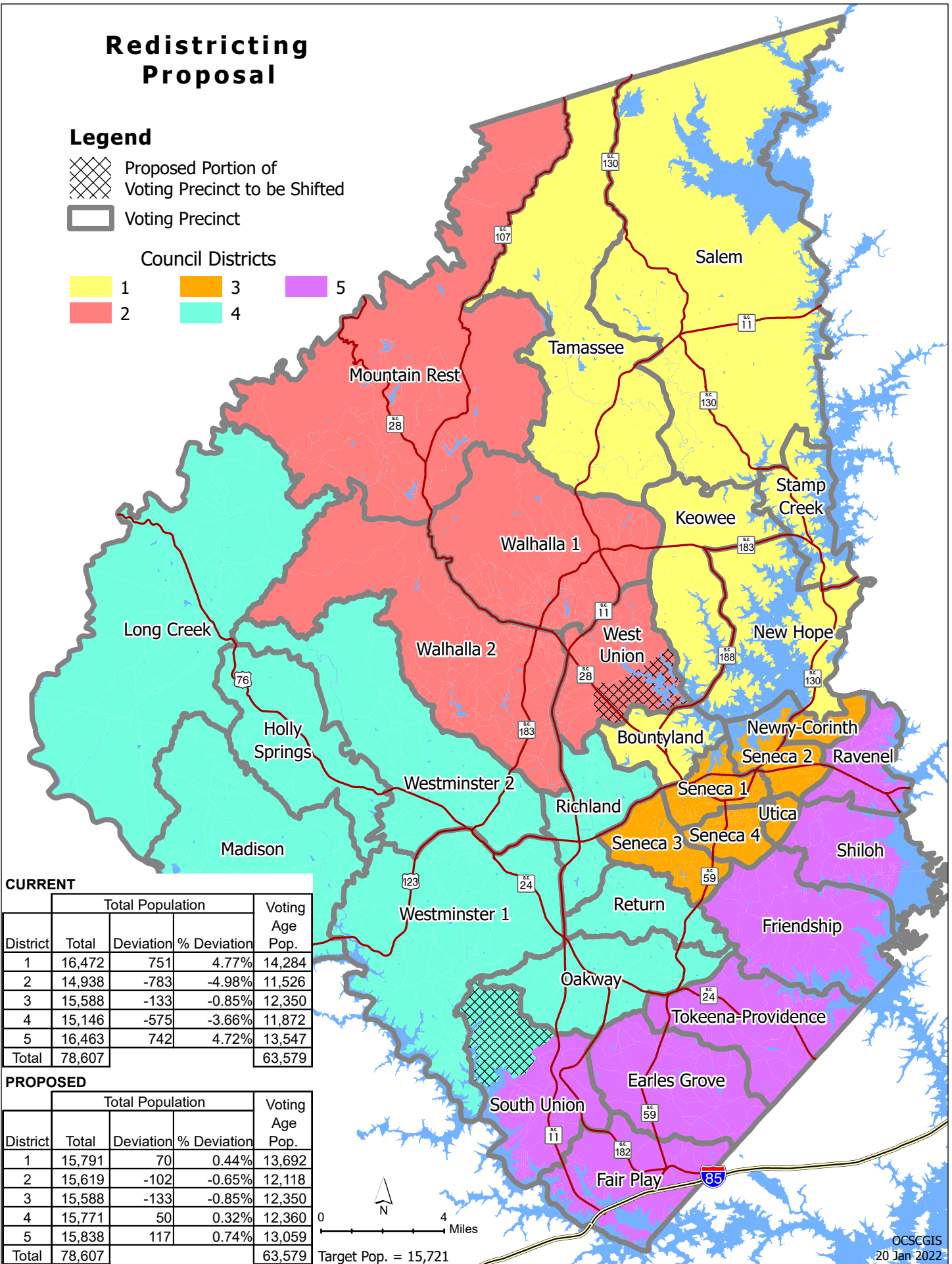




# Redistricting Proposal

## Legend

-  Proposed Portion of Voting Precinct to be Shifted
  -  Voting Precinct
- Council Districts**
-  1
  -  3
  -  5
  -  2
  -  4



### CURRENT

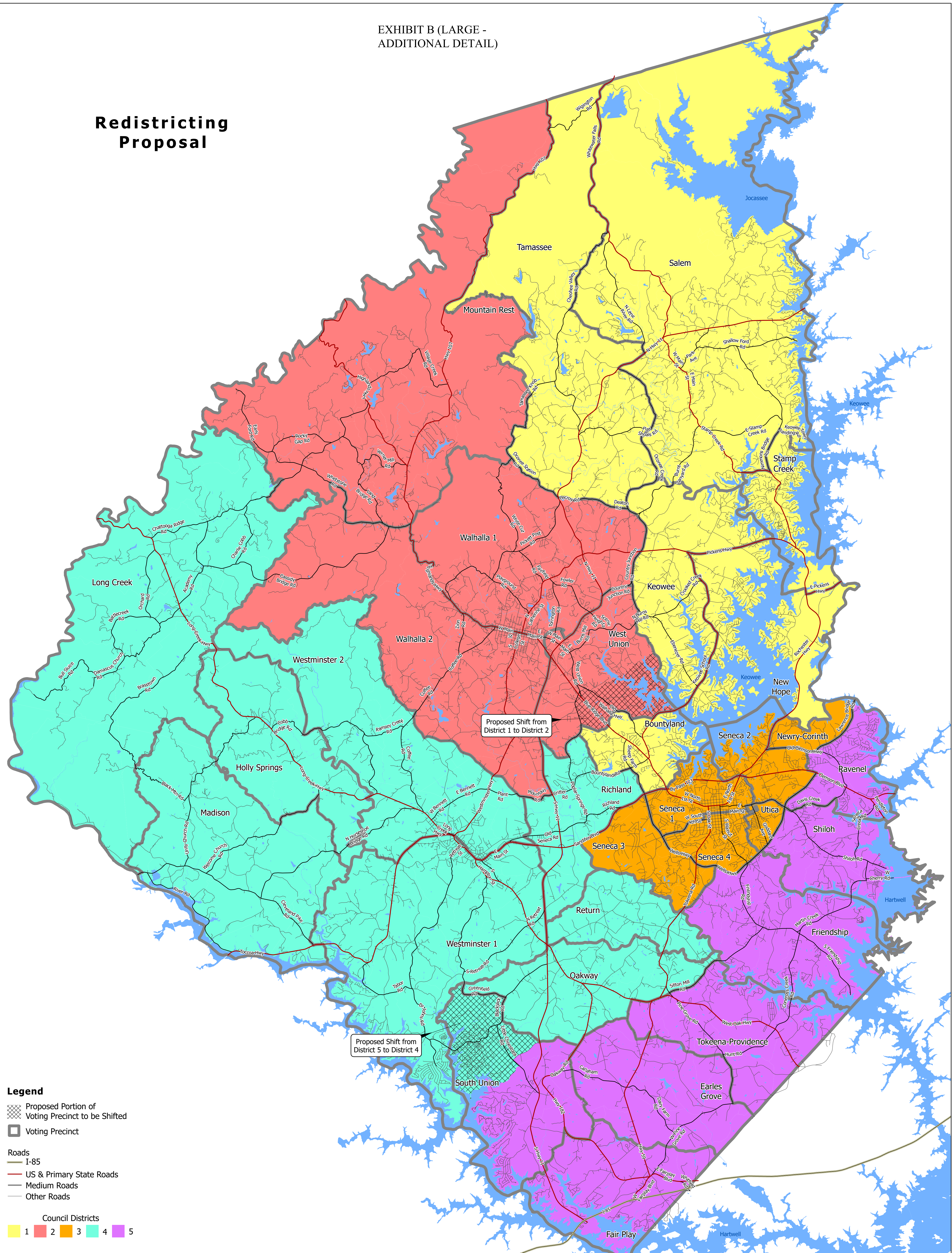
District	Total Population			Voting Age Pop.
	Total	Deviation	% Deviation	
1	16,472	751	4.77%	14,284
2	14,938	-783	-4.98%	11,526
3	15,588	-133	-0.85%	12,350
4	15,146	-575	-3.66%	11,872
5	16,463	742	4.72%	13,547
<b>Total</b>	<b>78,607</b>			<b>63,579</b>

### PROPOSED

District	Total Population			Voting Age Pop.
	Total	Deviation	% Deviation	
1	15,791	70	0.44%	13,692
2	15,619	-102	-0.65%	12,118
3	15,588	-133	-0.85%	12,350
4	15,771	50	0.32%	12,360
5	15,838	117	0.74%	13,059
<b>Total</b>	<b>78,607</b>			<b>63,579</b>

0 4 Miles  
Target Pop. = 15,721

# Redistricting Proposal



**Legend**

- Proposed Portion of Voting Precinct to be Shifted
- Voting Precinct

**Roads**

- I-85
- US & Primary State Roads
- Medium Roads
- Other Roads

**Council Districts**

- 1
- 2
- 3
- 4
- 5

**CURRENT**

District	TOTAL POPULATION											VOTING AGE POPULATION										
	Total	Deviation	% Deviation	White	% White	Black	% Black	Hispanic	% Hispanic	Other	% Other	Total	White	% White	Black	% Black	Hispanic	% Hispanic	Other	% Other		
1	16,472	751	4.77%	15,073	91.51%	309	1.88%	471	2.86%	619	3.76%	14,284	13,268	92.93%	204	1.43%	316	2.21%	496	3.47%		
2	14,938	-783	-4.98%	11,939	79.92%	468	3.13%	1,868	12.51%	663	4.44%	11,526	9,576	83.08%	303	2.63%	1,169	10.14%	478	4.15%		
3	15,588	-133	-0.85%	10,470	67.17%	3,426	21.98%	927	5.95%	765	4.91%	12,350	8,685	70.32%	2,528	20.47%	579	4.69%	558	4.52%		
4	15,146	-575	-3.66%	13,329	88.00%	680	4.49%	550	3.63%	587	3.88%	11,872	10,607	89.34%	463	3.90%	354	2.98%	448	3.77%		
5	16,463	742	4.72%	13,885	84.34%	1,138	6.91%	568	3.45%	872	5.30%	13,547	11,654	86.03%	802	5.92%	389	2.87%	702	5.18%		
<b>Total</b>	<b>78,607</b>			<b>64,696</b>	<b>82.30%</b>	<b>6,021</b>	<b>7.66%</b>	<b>4,384</b>	<b>5.58%</b>	<b>3,506</b>	<b>4.46%</b>	<b>63,579</b>	<b>53,790</b>	<b>84.60%</b>	<b>4,300</b>	<b>6.76%</b>	<b>2,807</b>	<b>4.41%</b>	<b>2,682</b>	<b>4.22%</b>		

**PROPOSED (Target Population: 15,721)**

District	TOTAL POPULATION											VOTING AGE POPULATION										
	Total	Deviation	% Deviation	White	% White	Black	% Black	Hispanic	% Hispanic	Other	% Other	Total	White	% White	Black	% Black	Hispanic	% Hispanic	Other	% Other		
1	15,791	70	0.44%	14,463	91.59%	292	1.85%	439	2.78%	597	3.78%	13,692	12,724	92.93%	187	1.37%	301	2.20%	480	3.51%		
2	15,619	-102	-0.65%	12,549	80.34%	485	3.11%	1,900	12.16%	685	4.39%	12,118	10,120	83.51%	320	2.64%	1,184	9.77%	494	4.08%		
3	15,588	-133	-0.85%	10,470	67.17%	3,426	21.98%	927	5.95%	765	4.91%	12,350	8,685	70.32%	2,528	20.47%	579	4.69%	558	4.52%		
4	15,771	50	0.32%	13,887	88.05%	692	4.39%	570	3.61%	622	3.94%	12,360	11,052	89.42%	466	3.77%	364	2.94%	478	3.87%		
5	15,838	117	0.74%	13,327	84.15%	1,126	7.11%	548	3.46%	837	5.28%	13,059	11,209	85.83%	799	6.12%	379	2.90%	672	5.15%		
<b>Total</b>	<b>78,607</b>			<b>64,696</b>	<b>82.30%</b>	<b>6,021</b>	<b>7.66%</b>	<b>4,384</b>	<b>5.58%</b>	<b>3,506</b>	<b>4.46%</b>	<b>63,579</b>	<b>53,790</b>	<b>84.60%</b>	<b>4,300</b>	<b>6.76%</b>	<b>2,807</b>	<b>4.41%</b>	<b>2,682</b>	<b>4.22%</b>		

0 1.5 Miles

Population by Race is defined using Department of Justice definitions. Black is the sum of Non-Hispanic Black and Non-Hispanic Black and White.

OCS/CES  
20 January 2023

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2022-06**

**AN ORDINANCE APPROVING “THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE OCONEE INDUSTRY AND TECHNOLOGY PARK F/K/A THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK” (“FIRST AMENDMENT TO THE DECLARATION”); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE FIRST AMENDMENT TO THE DECLARATION; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”), is authorized and empowered by Section 4-9-30 of the South Carolina Code of Laws, 1976, as amended (the “Code”), among other authorities, to purchase, own and sell real property for the benefit and well being of the County and its citizens;

**WHEREAS**, the County is permitted by the laws of the State of South Carolina (the “State”), including, but not limited to, the Code and case law of the courts of the State, to own real property for the purpose of creating, furthering, and enhancing the economic development of the County and State, and, as the owner of such property, to impose restrictive covenants on property owned by the County to enhance the economic development of the County through inducing development of such property by private industry and business in a manner which is proper, efficient, and promotes the highest and best use of such property, thus increasing the likelihood of attracting new business and industry resulting in job creation and the generation of additional tax revenue in the County;

**WHEREAS**, County entered into that certain Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a the Echo Hills Business and Industrial Park dated December 4, 2017, and recorded at Book 2319, Page 265, in the office of the Register of Deeds for Oconee County, South Carolina (the “Declaration”);

**WHEREAS**, pursuant to Section 8.01 of the Declaration, County, as an owner of a majority of the total acreage of the property, has the right to unilaterally amend the Declaration;

**WHEREAS**, County desires to amend the Declaration in order to revise certain terms and provisions of the Declaration, as specifically set forth in the “First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a The Echo Hills Business and Industrial Park,” (the “First Amendment to the Declaration”) a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the County Council has reviewed and wishes to approve the adoption of the First Amendment to Declaration, and wishes to authorize its execution and recording in the office of the Register of Deeds of Oconee County.

**NOW THEREFORE**, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

1. The First Amendment to the Declaration is hereby approved, and the Chairman of the County Council and the Oconee County Administrator, or either of them, are hereby authorized and directed to execute and have recorded in the office of the Register of Deeds of Oconee County, South Carolina, the First Amendment to the Declaration, in substantially the form attached as Exhibit A hereto.
2. Should any portion of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
3. All ordinances, orders, resolutions, and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in full force after enactment by the County Council.

Adopted in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

OCONEE COUNTY, SOUTH CAROLINA

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John Elliott  
Chairman, Oconee County Council

ATTEST

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Jennifer C. Adams  
Clerk to County Council

First Reading: January 18, 2022  
Second Reading: February 01, 2022  
Public Hearing: February 15, 2022  
Third Reading: February 15, 2022

Exhibit A

First Amendment to the Declaration

[see attached]

EXHIBIT A

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**AFTER RECORDING,  
PLEASE RETURN TO:**

Kozlarek Law  
201 River Place  
Suite 500  
Greenville, South Carolina 29601  
Attention: Michael Kozlarek

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS FOR THE OCONEE INDUSTRY AND TECHNOLOGY PARK  
F/K/A THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE OCONEE INDUSTRY AND TECHNOLOGY PARK F/K/A THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK** (this "**Amendment**") is made as of \_\_\_\_\_, 202\_\_ (the "**Effective Date**"), by Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina ("**Declarant**").

**W I T N E S S E T H:**

**WHEREAS**, Declarant entered into that certain Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a the Echo Hills Business and Industrial Park dated December 4, 2017, and recorded at Book 2319, Page 265, in Oconee County, South Carolina real estate records (the "**Declaration**");

**WHEREAS**, pursuant to Section 8.01 of the Declaration, Declarant, as an Owner of a majority of the total acreage of the Property, has the right to unilaterally amend the Declaration;

**WHEREAS**, Declarant desires to enter into this Amendment in order to amend certain terms and provisions of the Declaration, as hereinafter specifically set forth.

**NOW, THEREFORE**, Declarant, for itself and its successors and assigns, does hereby declare as follows:

1. **Definitions.** Any capitalized term used not otherwise defined herein shall have the meaning ascribed to such term in the Declaration.

2. **Regulation of Improvements.** Declarant hereby amends Article II of the Declaration so that the requirements set forth therein (the “**Improvement Regulations**”) shall only apply to the construction, erection, placement, alteration, maintenance or permitting of any Improvements that would materially affect the exterior appearance of any Improvements. Without limiting the generality of the foregoing, the Improvement Regulations shall not apply to (i) the interior of any Improvements, (ii) any modifications to the landscaping at a Building Site that is substantially harmonious with surrounding Building Sites and does not otherwise violate the terms of the Declaration, (iii) immaterial changes to the exterior of an Improvement (e.g., replacing the roof, cleaning or painting the exterior of any Improvement, repairing or otherwise maintaining any Improvement, in all cases in substantial conformance with the existing Improvements on such Building Site or other buildings within the Property), or (iv) re-routing, modifying, or expanding any internal drive lanes or parking areas on a Building Site other than the direct access point to any Common Areas.

3. **Completion of Construction.** The references to “one (1) year” in Section 2.20 of the Declaration are hereby deleted and replaced with “twenty-four (24) months”.

4. **Force Majeure.** All time periods or deadlines for any action or performance set forth in the Declaration are subject to extension on a day for day basis to the extent that such performance is affected by Force Majeure. “**Force Majeure**” shall mean any matter or event arising, directly or indirectly, out of fires, floods, accidents, riots, acts of God, war, terrorism, embargoes, strikes, union intervention, fuel shortages, power interruptions, materials or supplies shortages, transportation delays, the COVID-19 pandemic or any other pandemic (including, without limitation, shutdowns, closures, and governmental or quasi-governmental laws, rules, regulations, or orders), or any other matter or event beyond the reasonable control of the party in question.

5. **Easement to Common Areas.** Declarant grants to each Owner a non-exclusive, perpetual easement on, over, under, and across the Common Areas for the purposes of (i) vehicular and pedestrian access, and (ii) constructing, installing, operating, replacing, maintaining, and connecting to any utility lines and related facilities (provided, however that the construction of, installation of, or connection to any utility lines and related facilities located within the Common Areas shall require the approval of Declarant or the Architectural Review Board, which consent shall not be unreasonably withheld, conditioned, or delayed).

6. **Confirmation.** Except as specifically set forth herein, all other terms and conditions of the Declaration shall remain unmodified and in full force and effect, the same being confirmed and republished hereby. In the event of any conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

7. **Counterparts.** This Amendment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Amendment by signing any such counterpart.

8. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon Declarant, any Owner, and their respective heirs, legal representatives, successors-in-title, and permitted assigns.

*[Signature pages follow]*



IN WITNESS WHEREOF, Declarant caused this Amendment to be executed, effective as of the Effective Date.

**DECLARANT:**

**OCONEE COUNTY, SOUTH CAROLINA,**  
a body politic and corporate and political subdivision of  
the State of South Carolina

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, on behalf thereof. He/she is personally known to me or has produced a state-issued driver's license as identification.

(Notary Stamp)

\_\_\_\_\_  
Notary Public

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-07**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF ESTABLISHING “PREMIUM PAY” TO ELIGIBLE OCONEE COUNTY EMPLOYEES; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 68 million Americans have been infected with COVID 19, and more than 850,000 deaths have resulted;

**WHEREAS**, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

**WHEREAS**, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

**WHEREAS**, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

**WHEREAS**, local governments remain uniquely positioned to take a leadership role in the recovery effort;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

**WHEREAS**, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

**WHEREAS**, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

**WHEREAS**, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received (collectively “County ARPA Funds”);

**WHEREAS**, ARPA allows for the payment of “Premium Pay” to eligible workers who performed essential work during the COVID 19 public health crisis; and

**WHEREAS**, the County desires to compensate its eligible employees for the essential and often heroic work they performed during these tremendously difficult times, with such compensation not to exceed, collectively, One Million, Seven Hundred and Ten Thousand, and 00/100 (\$1,710,000.00) Dollars of County ARPA Funds (“County Premium Pay”).

**NOW THEREFORE**, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. One Million, Seven Hundred and Ten Thousand, and 00/100 (\$1,710,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for County Premium Pay.

Section 2. Expenditures. The expenditure of funds appropriated out of County APRA Funds for County Premium Pay is approved in an amount up to One Million, Seven Hundred and Ten Thousand, and 00/100 (\$1,710,000.00) subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County Premium Pay will be awarded to eligible County employees based on actual hours worked and the nature of the work performed.
- d) County reserves the right to discontinue the expenditure of funding appropriated for County Premium Pay at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) County Premium Pay being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. No Agreement. Nothing in this Ordinance, or any supporting documents, shall constitute a contract of employment between the County and any employee.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: February 01, 2022  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2022-08**

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**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT QUESO, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT QUESO; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Queso) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 24.34 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-

Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, a company identified for the time being as Project Queso, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,160,000 in taxable property and the creation of approximately 32 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on February [], 2022, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 5 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

**Section 1. Statutory Findings.** Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing

services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

**Section 2. *Multi-County Park.*** The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the Grant Agreement, and the PSA presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

**Section 5. *Authorization for County Officials to Act.*** The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

**Section 6. *General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

**Section 7. *Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]



Passed and approved: March [], 2022

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliot, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: February [], 2022  
Second Reading: February [], 2022  
Public Hearing: March [], 2022  
Third Reading: March [], 2022

**EXHIBIT A**  
**DESCRIPTION OF PROJECT QUESO PROPERTY**  
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

**EXHIBIT B**  
**FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND**  
**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**EXHIBIT C**  
**FORM OF MCIP AGREEMENT**

**EXHIBIT D**  
**FORM OF GRANT AGREEMENT**

**EXHIBIT E**  
**FORM OF PURCHASE AND SALE AGREEMENT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-01**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF EASEMENT DACW21-2-21-0054 (AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF DRY HYDRANT SITES ON LANDS OF THE UNITED STATES OF AMERICA) BETWEEN OCONEE COUNTY AND THE DEPARTMENT OF THE ARMY / SECRETARY OF THE ARMY.**

**WHEREAS**, pursuant to Section 4-9-30 of the Code of Laws of South Carolina, Oconee County (the “County”) has the authority to make and execute contracts, among other powers;

**WHEREAS**, it is the desire of the County to enter into an easement agreement with the Secretary of the Army on behalf of the United States of America, such easement being captioned Easement No. DACW21-1-21-0054 (the “Easement”), attached hereto as Exhibit A, for the construction and maintenance of dry hydrant sites over, across, in and upon lands of the United States of America.

**NOW, THEREFORE**, be it resolved by the Oconee County Council in meeting duly assembled that:

Section 1. Easement Approved. The Easement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Easement in substantially the same form as Exhibit A, attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments that may be necessary or incidental to the Easement, and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**RESOLVED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_,  
2022.

**ATTEST:**

---

Jennifer C. Adams  
Clerk to Oconee County Council

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John Elliott  
Chair, Oconee County Council



Exhibit A

[*See Attached*]

**DEPARTMENT OF THE ARMY  
EASEMENT FOR DRY HYDRANTS  
HARTWELL LAKE PROJECT  
OCONEE COUNTY, SOUTH CAROLINA**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public's interest, hereby grants to OCONEE COUNTY, duly organized and existing under and by virtue of the laws of the State of South Carolina, with its principal office at 415 South Pine Street, Walhalla, South Carolina 29691, hereinafter referred to as the grantee, an easement for the construction and maintenance of two (2) dry hydrant sites over, across, in and upon lands of the United States, as identified on EXHIBITS "A and B", attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of Twenty-five (25) years, beginning March 1, 2022 and ending February 28, 2047.

**2. CONSIDERATION**

The consideration for this license shall be the operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee to Oconee County Emergency Services, 415 South Pine Street, Walhalla, South Carolina 29691 and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, RE-M, Savannah District, 100 West Oglethorpe Avenue, Savannah, Georgia 31401; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives. Any reference to "Operations

**EASEMENT NO. DACW21-2-21-0054**

Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Hartwell Lake Project, South Carolina, and include his/her duly authorized representatives.

**5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Savannah District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances, and regulations wherein the premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

**7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said Real Estate Contracting Officer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors to the extent permitted by law.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as are commonly performed by the grantee that may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar services.

**15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities are determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

**16. TERMINATION**

This easement may be terminated by the Secretary upon 30 days' written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**17. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the grantee as directed by said officer.

**18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate stream or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides, herbicides, or insecticides within the premises shall be in

conformance with all applicable Federal, state, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides, herbicides or insecticides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**19. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration (REC) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "C". Upon expiration, revocation or termination of this Easement, another REC shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on RESTORATION.

**20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

The grantee shall not discriminate against any person because of race, color, age, sex, handicap, national origin or religion in the conduct of operations on the premises.

**22. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. DISCLAIMER**

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This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

### **24. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee and any reference to “contract” shall refer to the Easement.

**a.** Executive Order 13658. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

**b.** Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2018 and December 31, 2018 shall be \$10.35 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were

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earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

**(4)** The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

**(5)** If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

**a. Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**b. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**c.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**d.** Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle



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a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

**e. Payroll Records.**

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

**f.** The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor

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shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**g. Certification of Eligibility.**

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**h. Tipped employees.** In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**i. Anti-retaliation.** It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or

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instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

**j.** Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**k.** Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

**l.** If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **25. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee and any reference to “contract” shall refer to the Easement.

**a.** Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

**b. Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

**c. Withholding.** The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-

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Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g.** Recordkeeping.

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classifications(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;
- (v)** Any deductions made;
- (vi)** The total wages paid (including all pay and benefits provided) each pay period;
- (vii)** A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii)** A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix)** Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x)** A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR

13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

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**(4)(i)** Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

**(ii)** If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

**(iii)** The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

**(5)** The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

**(6)** Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i. Certification of Eligibility.**

**(1)** By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**(2)** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

**(3)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j. Interference/Discrimination.**

**(1)** A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

**(2)** A contractor may not discharge or in any other manner discriminate against any employee for:

**(i)** Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

**(ii)** Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

**(iii)** Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

**(iv)** Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

**k. Waiver.** Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

**l. Notice.** The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.



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**m.** Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**26. SPECIAL CONDITION**

This Easement replaces License DACW21-3-17-0002 which was granted to OCONEE COUNTY for a five-year term beginning March 1, 2017 and ending February 28, 2022.

**{Signature Pages Follow}**

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THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Carla J. Buatte  
Chief of Management and Disposal Branch  
Real Estate Contracting Officer

**WITNESSES**

\_\_\_\_\_  
  
\_\_\_\_\_

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**OCONEE COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

I \_\_\_\_\_ (name) certify that I am the  
\_\_\_\_\_(title) of **OCONEE COUNTY**, South Carolina, that  
\_\_\_\_\_(signator of outgrant) who signed the foregoing instrument on  
behalf of the grantee was then \_\_\_\_\_(title of signator of outgrant) of  
**OCONEE COUNTY**. I further certify that the said officer was acting within the scope of  
powers delegated to this governing body of the grantee in executing said instrument.

**OCONEE COUNTY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk or Appropriate Official

(AFFIX SEAL)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the said instrument for the purpose therein expressed as the act and deed of Georgia Power.

GIVEN under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

NOTARY PUBLIC

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )      **ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public in and for the County of Chatham, personally appeared Carla Buatte, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the said instrument for the purpose therein expressed as the act and deed of the United States of America.

**GIVEN** under my hand and seal, this \_\_\_\_day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My Commission Expires:\_\_\_\_\_

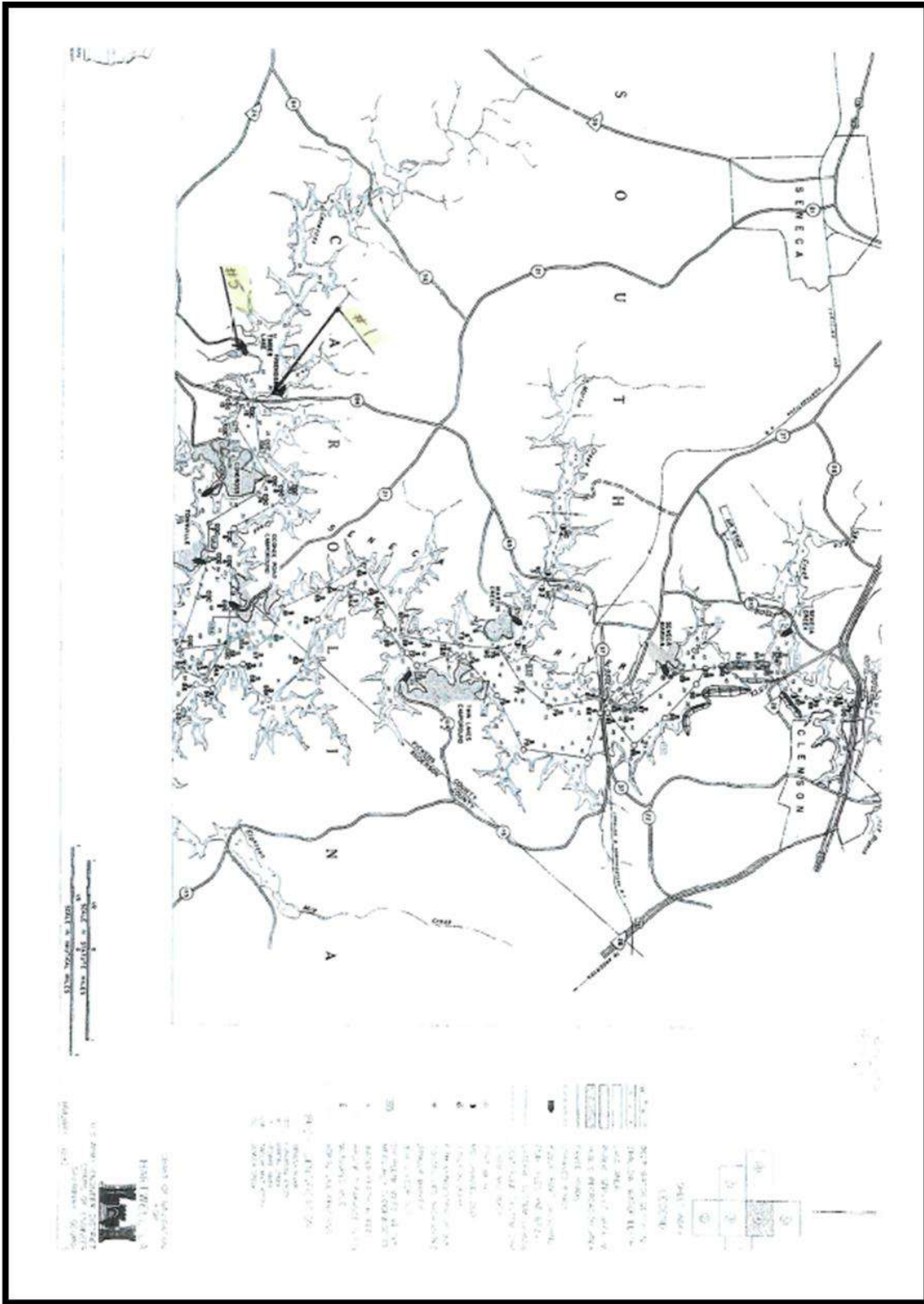


Exhibit A - DACW21-3-21-0054

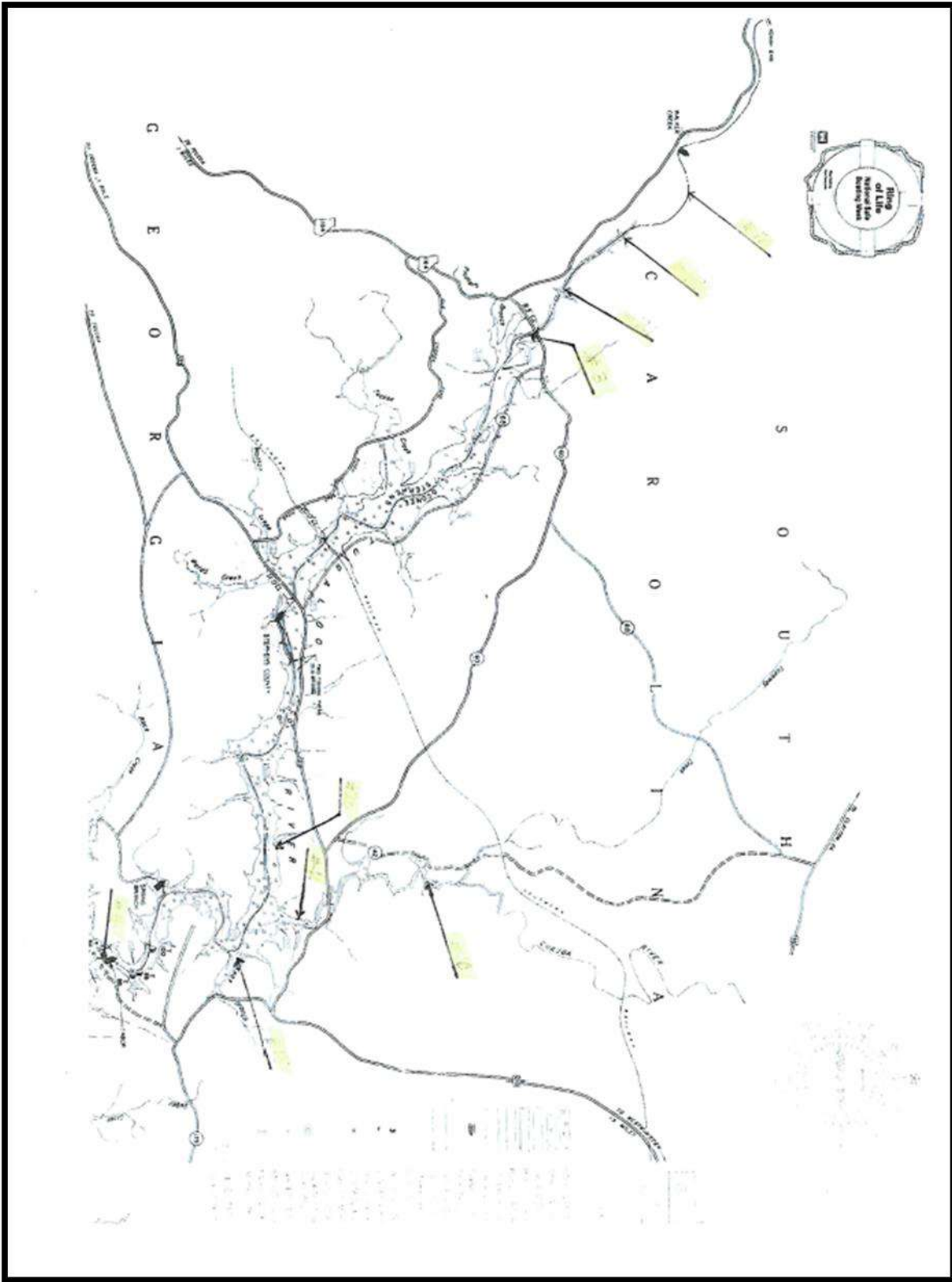


Exhibit A - DACW21-3-21-0054

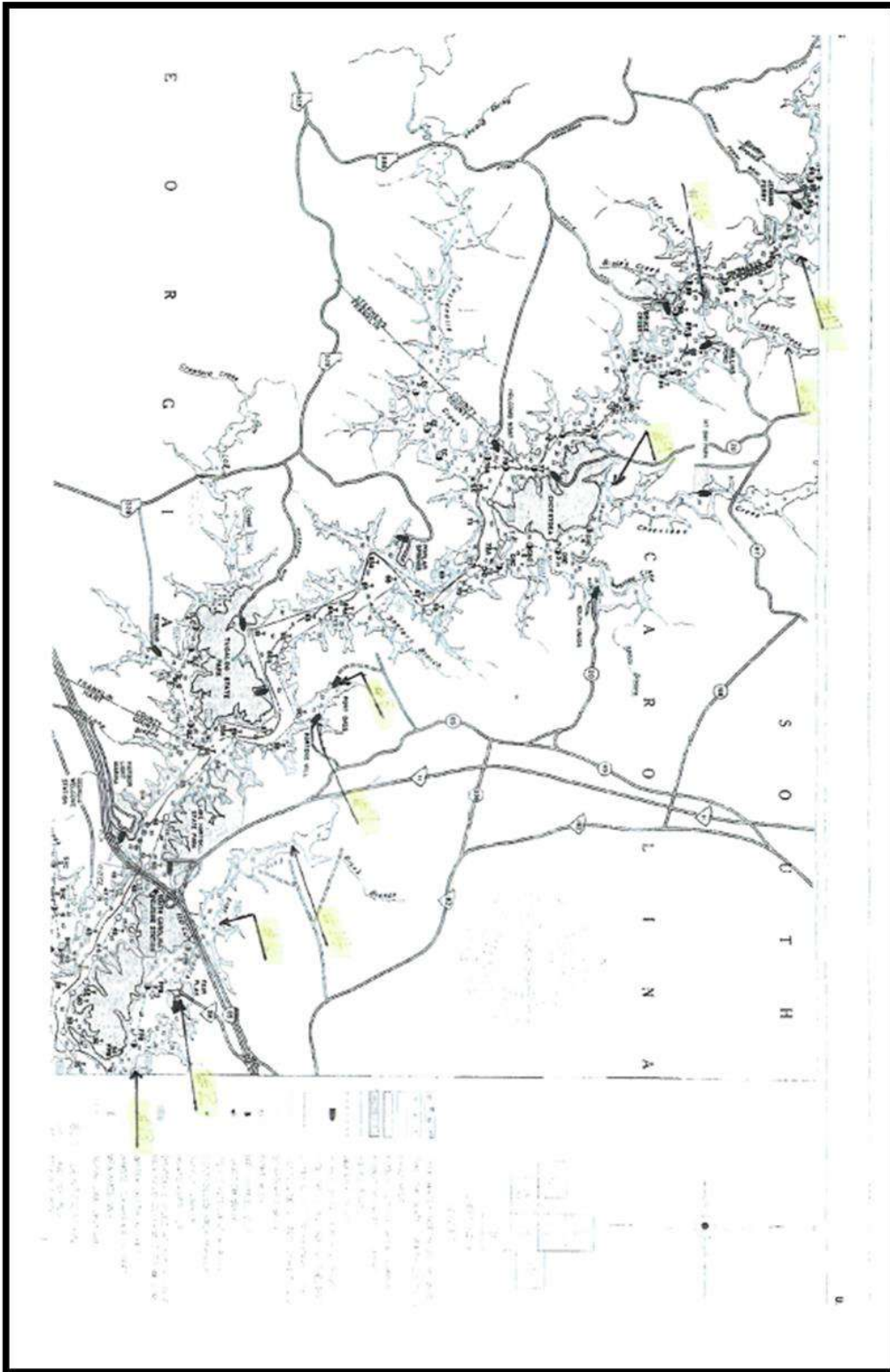


Exhibit A - DACW21-3-21-0054



## DRY HYDRANT LOCATIONS AND RESTRICTIONS:

**SITE 10:** Jenkins Bridge Road (TU-56)- Chauga River, Westminster, South Carolina: Hydrant to be located just off the road right-of-way on the embankment adjacent to the bridge.



**EASEMENT NO. DACW21-2-21-0054**

**SITE 19:** Adjacent to property of Mr. T. Allen Moorehead on Cooper Road- Westminster, South Carolina: Hydrant to be located on the shoreline within a cleared area maintained by Mr. Moorehead. This location will require a gravel access on public land approximately 10 feet wide and 75 feet long with a turnaround area and a locked chain or cable at the entrance of the access.



**Exhibit B - DACW21-3-21-0054**

**EASEMENT NO. DACW21-2-21-0054**

SAVANNAH DISTRICT  
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project: License for Oconee County Dry Hydrants, Hartwell Project, Oconee County, SC

Title of Action: License Renewal

It has been determined that the action qualifies for Categorical Exclusion in accordance with ER 200-2-2, dated 4 March 1988, Paragraph 9. h(2) and meets the following Screening Criteria:

TRUE	FALSE	
X		This action is not a major Federal Action which has the potential to significantly affect the quality of the human environment.
X		There are minimal or no individual or cumulative effects on the environment as a result of this action.
X		There is no extraordinary conditions associated with this project.
X		This project does not involve the use of unproven technology.
X		This project involves no greater scope or size than is normal for this category of action.
X		There is no potential of an already poor environment being further degraded.
X		This action does not degrade an environment that remains close to its natural pristine condition.
X		There are no threatened or endangered species (or critical habitat), significant archaeological resources, National Registered or National Register eligible historical sites, or other statutorily protected resources.
X		This action will not adversely affect prime or unique agricultural lands, Wetlands, coastal zones, wilderness areas, aquifers, flood plains, wild and scenic reverse, fish and wildlife management lands, wildlife refuges, or other areas of critical environmental concern.

Prepared by: GEORGE.ANNA.B.1247 Digitally signed by GEORGE.ANNA.B.1247780580 Date: 2020.12.28 14:50:39 -05'00' 12/28/20  
 Environmental Compliance Coordinator Date

Prepared by: POUGH.ROOSEVELT.III Digitally signed by POUGH.ROOSEVELT.III.1289158711 Date: 2021.01.19 12:33:01 -05'00' 1/19/21  
 District Environmental Compliance Coordinator Date

**EXHIBIT C – DACW21-2-21-0054**

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OCONEE COUNTY, SOUTH CAROLINA

RESOLUTION NO. 2022-02

AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF \$1,359,734.08 TO DEFRAY THE COSTS OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

Enacted: February 15, 2022

---

BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF OCONEE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The County Council (the "County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County desires to enter into an equipment lease-purchase or other agreement (the "Lease Agreement") with Community First National Bank (the "Lessor") for the purpose of financing the acquisition of certain equipment as set forth in the attached Exhibit A (the "Equipment") in the principal amount of \$1,359,734.08.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide services necessary or useful to the operations of the County government.

Section 2. Proposal of Lessor. The County Administrator of the County is authorized to negotiate with the Lessor to provide financing for the Lease Agreement authorized by this Resolution, and is further authorized to accept a proposal from the Lessor (copy of proposal attached as Exhibit B) for such financing. The County Administrator is hereby authorized to accept such proposal on behalf of the County.

Section 3. Approval of Lease/Purchase Financing. The County does hereby approving leasing of the Equipment by the County from the Lessor pursuant to the Lease Agreement in the principal amount of \$1,359,734.08.

Section 4. Approval of Lease Agreement. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Lessor. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the County Administrator, the County Administrator's execution thereof to constitute conclusive evidence of such approval.

Section 5. Execution of Documents. The Chairman of County Council, County Administrator, Director of Finance and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund

agreements or escrow agreements) as may be reasonably requested by the Lessor to effect the execution and delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The County Administrator is hereby authorized to adopt written procedures on behalf of the County to ensure the County's compliance with federal tax matters relating to the Lease Agreement.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. Severability. All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the acquisition of the Equipment or the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Resolution shall be effective upon its adoption by the County Council of Oconee County, South Carolina.

[Execution Page Follows]

Adopted this 15th day of February, 2022.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

---

John Elliott, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

---

Amanda F. Brock, Administrator  
Oconee County, South Carolina

---

Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

Exhibit A

Equipment

[See attached]





## Safe Industries

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

# Quote

Date	Quote #
1/11/2022	EST8427

Bill To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Ship To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Expires		Sales Rep		Terms		Shipping Method	
3/31/2022				Net 30			
Quantity	Units	Item	Description	Comments	Price	Extended	
135	Ea	G1 SCBA	MSA - G1 SCBA MSA - G1 SCBA SYSTEM PRESSURE - 4500 PSIG CYLINDER CONNECTION - CGA Quick Connect Remote Con HARNESS - Standard w/ Chest Strap CRADLE TYPE - Metal Band LUMBAR TYPE - Adj. Swivel Solid Buckle REGULATOR TYPE - Solid Cover Left Shd. REGULATOR HOSE TYPE - Continuous EMERGENCY BREATHING SUPPORT - None SPEAKER MODULE - Left Chest PASS - PASS Right Shoulder BATTERY TYPE - Rechargeable		4,775.00	644,625.00	
278		10175708	MSA - CYL VLV QC G1 RC 4500 PSIG. LP, 45 MINUTE CYLINDER		955.00	265,490.00	
616		Equipment	Personalized Cylinder logo		12.00	7,392.00	
208		10161817	MSA - Fepe, G1, FS, LG, LG NC, 5PT C-HARN,C-NS		295.00	61,360.00	
54		10156426-S P	MSA - CYL. ASSY, G1. RC, 4500 PSIG, 60MIN,PKG		1,250.00	67,500.00	
29		10206313	MSA - RIT,G1,QC,QF,GAUGE,QA BYPASS,UEBSS,4500		3,725.00	108,025.00	
29		RBL303	True North - L-3 Lite-Speed RIT Bag Red		300.00	8,700.00	
36	Ea	10158385	MSA - KIT, CHARGING STATION, G1		595.00	21,420.00	
202	Ea	10148741-S P	MSA - Battery Pack, G1, Rechargeable		315.00	63,630.00	
42	Ea	10162403	MSA - Adapter Assy, QC to 1/4 NPT F, 5000 psig		535.00	22,470.00	
42	Ea	SCV-10457	SCBA CGA Fitting - .25" Male NPT x CGA-347		18.00	756.00	



# Safe Industries

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

# Quote

Date	Quote #
1/11/2022	EST8427

Quantity	Units	Item	Description	Comments	Price	Extended
4		Equipment	Adapter, Brass A-PCG21DB3E1 MSA G1 PREMAIRE CADET ESCAPE RESPIRATOR CARRIER AND HARNESS ASSEMBLY2 KEVLAR, STRAP CARRIER, STD PAD OPTIONS1 SHOULDER ESCAPE CYLINDERD 10 MIN. CARBON REGULATOR TYPEB G1,PURGE,BYPASS W/CBRN FACEPIECE3 MED.,MED. NOSECUP,5PT CL HN QUICK DISCONNECTE HANSEN BRASS CASE1 HARDCASE		2,100.00	8,400.00
20	Ea	10083875	MSA - TAG ASSY, ELECTRONIC ID, M7/G1 SCBA		35.00	700.00
5	Ea	10149702-S P	MSA - ADAPTER, QUICK CONNECT, 4500/5500		60.00	300.00
3	Ea	10158407	MSA - Kit, RFID Reader/Writer, G1 - Reader Only		600.00	1,800.00
2	Ea	10144231-S P	MSA - Kit, Filter Adapter Assy, G1 Facepiece		100.00	200.00
					<b>Subtotal</b>	1,282,768.00
					<b>Tax Total</b>	76,966.08
					<b>Total</b>	\$1,359,734.08



EST8427

Exhibit B

Proposal of Lessor

[See attached]



Phone: 877.525.1776  
 Fax: 888.777.7875  
 Cell: 724.331.4982  
 215 S. Seth Child Road  
 Manhattan, KS 66502  
[www.cipusa.net](http://www.cipusa.net)

January 25, 2022

**Customer Name: Oconee County, SC (Emergency Services)**

Equipment: (135) MSA G1 SCBAs with spare cylinders and related equipment (Quote EST8427)  
 Sales Representative: SAFE Industries, Lee Perkins  
 Delivery: to be determined

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

**Option 1 - A**

Total Cost:	\$ 1,359,734.08	Payment Frequency:	Annual	
Down Payment:	\$ -	First Payment:	August 2022	
<b>Amount Financed:</b>	<b>\$ 1,359,734.08</b>			
Term in Years:	2	3	4	5
Payment:	\$696,477.94	\$469,818.00	\$359,940.13	\$289,367.46
Interest Rate:	2.34%	2.36%	2.42%	2.49%

**Option 2 - A**

Total Cost:	\$ 1,359,734.08	Payment Frequency:	Annual	
Down Payment:	\$ 200,000.00	First Payment:	August 2022	
<b>Amount Financed:</b>	<b>\$ 1,159,734.08</b>			
Term in Years:	2	3	4	5
Payment:	\$594,034.68	\$400,713.60	\$304,378.71	\$246,805.10
Interest Rate:	2.34%	2.36%	2.42%	2.49%

**Option 3 - A**

Total Cost:	\$ 1,359,734.08	Payment Frequency:	Annual	
Down Payment:	\$ 200,000.00	First Payment:	August 2023	
<b>Amount Financed:</b>	<b>\$ 1,159,734.08</b>			
Term in Years:	2	3	4	5
Payment:	\$607,961.47	\$410,188.23	\$311,758.19	\$252,961.50
Interest Rate:	2.34%	2.36%	2.42%	2.49%

**THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**

- Fixed interest rate for the terms provided.
- This financing is to be executed within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is **NON-BANK QUALIFIED**.

**Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-877-525-1776.**

Respectively,  
 Dave Fike  
 Director-Business Development  
[davefike@cipusa.net](mailto:davefike@cipusa.net)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-03**

**A RESOLUTION PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT QUESO, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; PROVIDING FOR THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN OCONEE COUNTY AND PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act," collectively with Negotiated FILOT Act, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, and granting certain special source revenue credits ("SSRCs") with respect to costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Infrastructure"); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park ("MCIP") to allow special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the Company, identified for the time being as Project Queso, proposes to invest in, or cause others to invest in, the establishment of a manufacturing facility in the County ("Project"), which the Company expects will result in the creation of approximately 32 new, full-time equivalent jobs and investment of approximately \$10,160,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives; and

WHEREAS, in connection with offering incentives, the County desires to enter into the following agreements with the Company in connection with the Project: (i) a Fee-in-Lieu of Ad Valorem Taxes and

SSRC Agreement (“Fee Agreement”); and (iii) a grant agreement with the Company and/or one or more public or private entities (“Grant Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the Negotiated FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. Subject to the provisions of the Act and to the discretionary final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Chair and other officials of the County as may be designated by the Approving Ordinance intend to enter a Fee Agreement with the Company containing the terms and conditions summarized in the proposed term sheet appended hereto as Attachment A, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Each capitalized term used, but not defined, in Attachment A has the meaning ascribed to that term in this Resolution.

The County Council Chair and other officials of the County are authorized, by and on behalf of the County, to enter into the Grant Agreement, which may be subsequently negotiated and approved by County Council.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[SIGNATURE PAGE AND ONE ATTACHMENT FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Approved and adopted: February 15, 2022

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliot, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

ATTACHMENT A  
PRELIMINARY TERM SHEET\*  
FEE IN LIEU OF TAX AGREEMENT  
BY AND BETWEEN

OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME  
BEING AS PROJECT [ ] AND ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS

Company Commitments:	\$10,160,000 aggregate, taxable investment; 32 aggregate, new, full-time equivalent jobs
Basic FILOT Terms:	6% assessment ratio; fixed millage rate of 0.2278; 5-year investment period; 20-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	In the County's discretion, all property of Company in County to be designated as part of a multi-county industrial or business park
SSRC (years/credit):	30% for 5 years
Clawback:	Repayment of previously claimed SSRC and reduction of future, if any, SSRC, based on weighted average of difference between commitment and actual taxable investment and job creation, repayable to County in 15 days after close of investment period

\*TERMS SET FORTH IN THIS ATTACHMENT ARE SUMMARY IN NATURE AND SHALL BE SET FORTH IN GREATER DETAIL, INCLUDING ANY CLAWBACKS, IN THE FINAL FEE IN LIEU OF TAX AGREEMENT.



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-04**

**A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE  
COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING  
PARCELS IDENTIFIED BY TAX MAP NUMBERS 271-00-01-937, 271-00-01-  
938, 271-00-01-939, 271-00-01-940, 271-00-01-941, 271-00-01-942 AND 271-00-01-  
943**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008) (the “Code”), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and

WHEREAS, the Act provides that it is necessary to encourage private investment in order to restore and enhance the tax base of the taxing districts in the areas by the redevelopment of abandoned textile mill sites; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, under Section 12-65-20(4)(a) and (b) of the Act, for a site which, on the date the notice of intent to rehabilitate is filed, is located in a distressed area of a county in the State of South Carolina, a “textile mill site” means the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses; and

WHEREAS, High Pointe, LLC, a South Carolina limited liability company (the “Taxpayer”) has represented it or its affiliates is or will be responsible for some or all of the rehabilitation expenses associated with certain real property located at and around 201 W. Cherry Road and further identified as Oconee County Tax Map Numbers 271-00-01-937, 271-00-01-938, 271-00-01-939, 271-00-01-940, 271-00-01-941, 271-00-01-942 and 271-00-01-943 (collectively, the “Property” or “Textile Mill Site”), which tracts are depicted on Exhibit A attached hereto; and

WHEREAS, the Appalachian Council of Governments has confirmed the Property is located within a distressed area of Oconee County for purposes of Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer desires to rehabilitate the Property; and

WHEREAS, the Property is located within Oconee County, South Carolina; and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that:

(1) the Textile Mill Site was a textile mill as defined in Section 12-65-20(3) of the Act;

(2) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and  
(3) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer has applied to Oconee County, South Carolina for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the County wishes to provide the requested certification following due inquiry, based upon its knowledge that the Property was the site of the former West Point Stevens textile manufacturing facilities, the confirmation of the Property's location in a distressed area by the Appalachian Council of Governments attached as Exhibit B attached hereto, and other due inquiry.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. The Taxpayer has submitted to the County a request for a binding resolution certifying the Textile Mill Site pursuant to Section 12-65-60 of the Act.

Section 2. The Taxpayer has provided to the County information and certifications relating to the ownership, prior use and abandonment of the Property and based solely upon such information and certifications provided by the Taxpayer, the County hereby certifies pursuant to the Act that (i) the Textile Mill Site was, or contained, a textile mill and ancillary uses thereto as defined in Section 12-65-20(3) of the Act; (ii) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and (iii) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act to the extent it contained a "Textile Mill" and "Ancillary Uses" thereto (as such terms are defined in the Act).

Section 3. This Resolution does not provide any tax relief whatsoever and the County expresses no opinion regarding the availability of any tax relief or benefit to Taxpayer beyond the certification contained herein.

Section 4. The Taxpayer is seeking income tax credits under Section 12-65-30(C) of the Act, not property tax credits under Section 12-65-30(B) of the Act, and the County limits this certification to credits against certain income, license and premium taxes or fees as identified in Section 12-65-30(A)(2) of the Act

Section 5. This Resolution shall be effective upon the date of its enactment.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

Exhibit A

Depiction of Tracts Comprising Textile Mill Site

*(See attached)*

EXHIBIT A



Exhibit B

Confirmation of Designation of Property as Located in Distressed Area  
By  
Appalachian Council of Governments

*(See attached)*



High Pointe, LLC  
c/o Richard L. Few, Jr.  
Parker Poe  
110 East Court Street  
Suite 200  
Greenville, SC 29601

November 22, 2021

Dear Richard,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Oconee County tax parcels 271-00-01-937, 271-00-01-938, 271-00-01-939, 271-00-01-940, 271-00-01-941, 271-00-01-942 and 271-00-01-943 are in a distressed area of the State of South Carolina as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson  
Economic Development Director

Exhibit C  
Affidavit Package  
(See attached)

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )

AFFIDAVIT

I, the undersigned, William W. Huss, Jr., do hereby certify that

1. I am the President of Pointe West, Inc., a South Carolina corporation (“PWI”), which is principal owner of Pointe West Development, LLC, a South Carolina limited liability company (“PWD”), and that, as such, I have access to the records of PWI and PWD relating to the matters addressed herein. I have been a shareholder, director and officer of PWI since its incorporation on June 14, 2007, a manager of PWD from its organization on August 9, 2012 until December 19, 2013, when PWD Management, Inc., a South Carolina corporation (“Manager”) was incorporated to be the manager of PWD and a director and officer of Manager since December 19, 2013. As such, I am familiar with the matters addressed below and herein certified, that I am authorized to execute and deliver this Affidavit for PWI.
2. On December 18, 2007, PWI acquired certain real property located at 500 West Cherry Road in Seneca, Oconee County, South Carolina from WP Properties of Clemson, LLC (“Seller”) which consisted of two tracts of land designated as Tract 1 and Tract 2 containing approximately 342.49 acres, with Tract 1 being 99.82 acres and Tract 2 being 232.67 acres (collectively, the “Property”). On the same date, PWI conveyed Tract 1 to High Pointe, LLC, a South Carolina limited liability company (“High Pointe”). I have been a member of High Pointe since its organization on December 11, 2007 until December 19, 2013, when HPT Management, Inc., a South Carolina corporation (“HPT”) was incorporated to be the manager of High Pointe and director and officer if HPT since December 19, 2013.
3. Prior to the acquisition of the Property, PWI and its authorized officers, advisors, attorneys and other consultants (collectively, the “PWI Team”) investigated the status of the Property, its ownership history and prior uses on the Property and its environmental and geotechnical conditions for the purpose of redevelopment of the Property with residential rental student housing, single family homes and related uses. In this regard, the PWI Team reviewed prior environmental site assessment reports, including the Phase I Environmental Site Assessment of RMT, Inc. in March of 2005 for Westpoint Stevens, Inc., the owner of the Property at the time (the “ESA”).
4. Based upon the information provided in the ESA and PWI’s discussions with Seller representatives prior to the acquisition, the Property was undeveloped prior to being acquired by J.P. Stevens Company in 1951. During 1951, J.P. Stevens Company built the original textile mill and related improvements. It operated the mill until 1989 when it was acquired by West Point Pepperell which later became Westpoint Stevens, the predecessor company of Seller. Expansions were made to the mill facility in 1955, 1959, 1962, 1974 and 1990. The textile manufacturing building eventually grew to 1,202,565 square feet. The mill produced finished textile fabrics, including flat and fitted sheets and pillow cases. Prior to operations at the mill ceasing, it was making cloth from cotton and



polyester, dyeing and printing the cloth, finishing the cloth and fabricating bedding form the cloth.

5. Other uses of the Property included a boiler plant which was coal-fired to provide power to the mill. A coal storage facility and trailer parking area was adjacent to the boiler plant. The fly ash from the boiler plant was placed into a landfill located on Tract 1 (now owned by High Pointe). Four landfills were located on Tract 2 (now owned by PWD and affiliates). Also located on Tract 2 were the parking lots for employees adjacent to the mill building, a parts storage building, a maintenance building and a wastewater treatment plant plus a rail spur for transportation of raw materials and finished products.
6. A scaled map of the Property provided by PWI to the County showing the textile mill facilities and these ancillary uses confirm that as to Tract 1, all areas of the Property in Tract 1 to be certified are within 1,000 feet of the former fly ash pit. As to Tract 2, all areas to be certified consist of portions of the former textile manufacturing building, employee parking lots, the rail spur, one of the landfills and the waste water treatment plant or are within 1,000 feet of these areas.
7. WestPoint Stevens filed bankruptcy in late 2004 and its facility on West Cherry Road was closed by April, 2005. The facility remained vacant until acquired by PWI in late 2007. PWI demolished the textile mill building and all other structures and improvements in 2008, except for the waste water treatment plant which was rehabilitated to provide sewer services to the new development.
8. I hereby certify that the foregoing statements are true, correct and complete to the best of my knowledge as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 7<sup>th</sup> day of February, 2022.

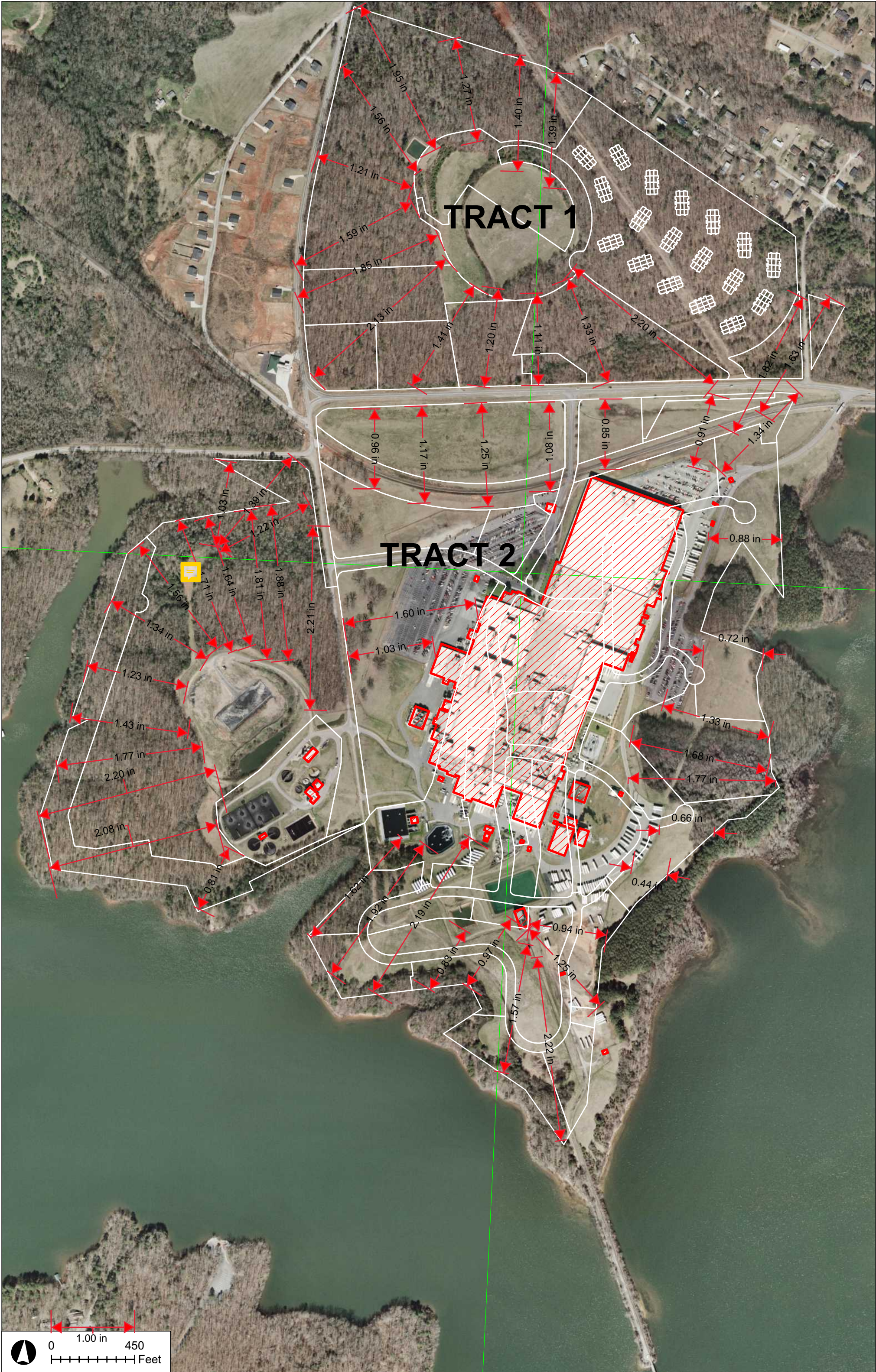
William W. Huss, Jr.  
William W. Huss, Jr.

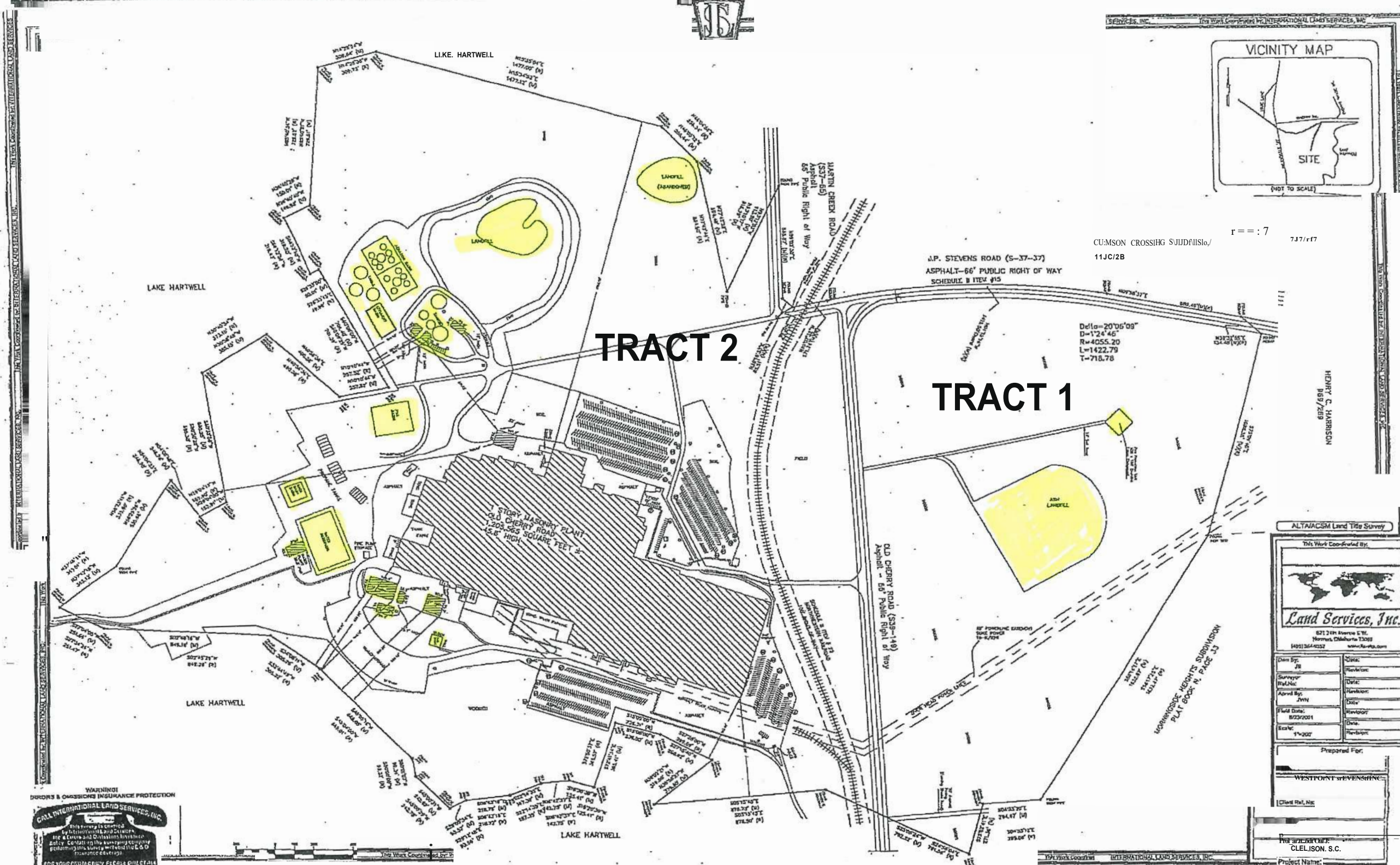
SWORN to before me this 7<sup>th</sup> day of February, 2022.

Kelly R. Vaughn

Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025

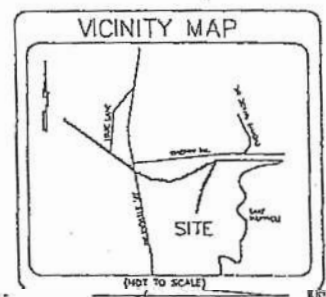






**TRACT 2**

**TRACT 1**



ALTAIACSM Land Title Survey

This Work Coordinated By:

**Land Services, Inc.**  
 621 21st Avenue S.W.  
 Norman, Oklahoma 73069  
 405.264.0322 www.lsi-ia.com

Drawn By:	JW	Date:	
Surveyor:	WAL	Function:	
Approved By:	JWH	Date:	
Field Date:	8/22/2001	Reviewer:	
Scale:	1"=200'	Date:	
		Revised:	

Prepared For:

WESTPOINT STEVENSON

Client Ref. No.:

PROJECT NAME:

CLELSON, S.C.

**WARNING!**  
 DONORS & OMISSIONS INSURANCE PROTECTION

CALL INTERNATIONAL LAND SERVICES, INC.  
 This survey is covered by International Land Services, Inc. and its subsidiaries. The client and Omission Insurance policy. Contact the surveying company for more information. ILS & O Insurance coverage.

FOR YOUR PROTECTION PLEASE DIRECT ALL QUESTIONS REGARDING THIS SURVEY TO:  
 INTERNATIONAL LAND SERVICES, INC.  
 Phone (405) 701-0252 Fax (405) 704-1002

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

AFFIDAVIT

I, the undersigned, William W. Huss, Jr., do hereby certify that

1. I am the President of HPT Management, Inc., a South Carolina corporation (“Manager”), which is the sole manager of High Pointe, LLC, a South Carolina limited liability company (the “Company”), and that, as such, I have access to its records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this Affidavit for the Manager in the name and on behalf of the Company.
2. Attached hereto as Exhibit A is the High Pointe, LLC Ownership Structure Chart dated as of December 31, 2021 which reflects the current ownership of the Company and the wholly owned subsidiary of the Company, namely, High Pointe of Clemson LLC (the “Subsidiary”). There are no other subsidiaries of the Company.
3. Each of the Company and the Subsidiary own portions of the real property located on West Cherry Road in Seneca, Oconee County, South Carolina and on which the project known as “The View at The Pier” is located.
4. This Affidavit is given in support of the request by the Company to Oconee County Council for the adoption of a Resolution which certifies certain real property owned by the Company as more particularly described in such Resolution as abandoned textile mill sites within the meaning of Section 12-65-20(4)(b) of the Code of Laws of South Carolina, 1976, as amended.
5. I hereby certify that the foregoing statements and the attached Exhibit A are true, correct and complete as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 1<sup>st</sup> day of February, 2022.

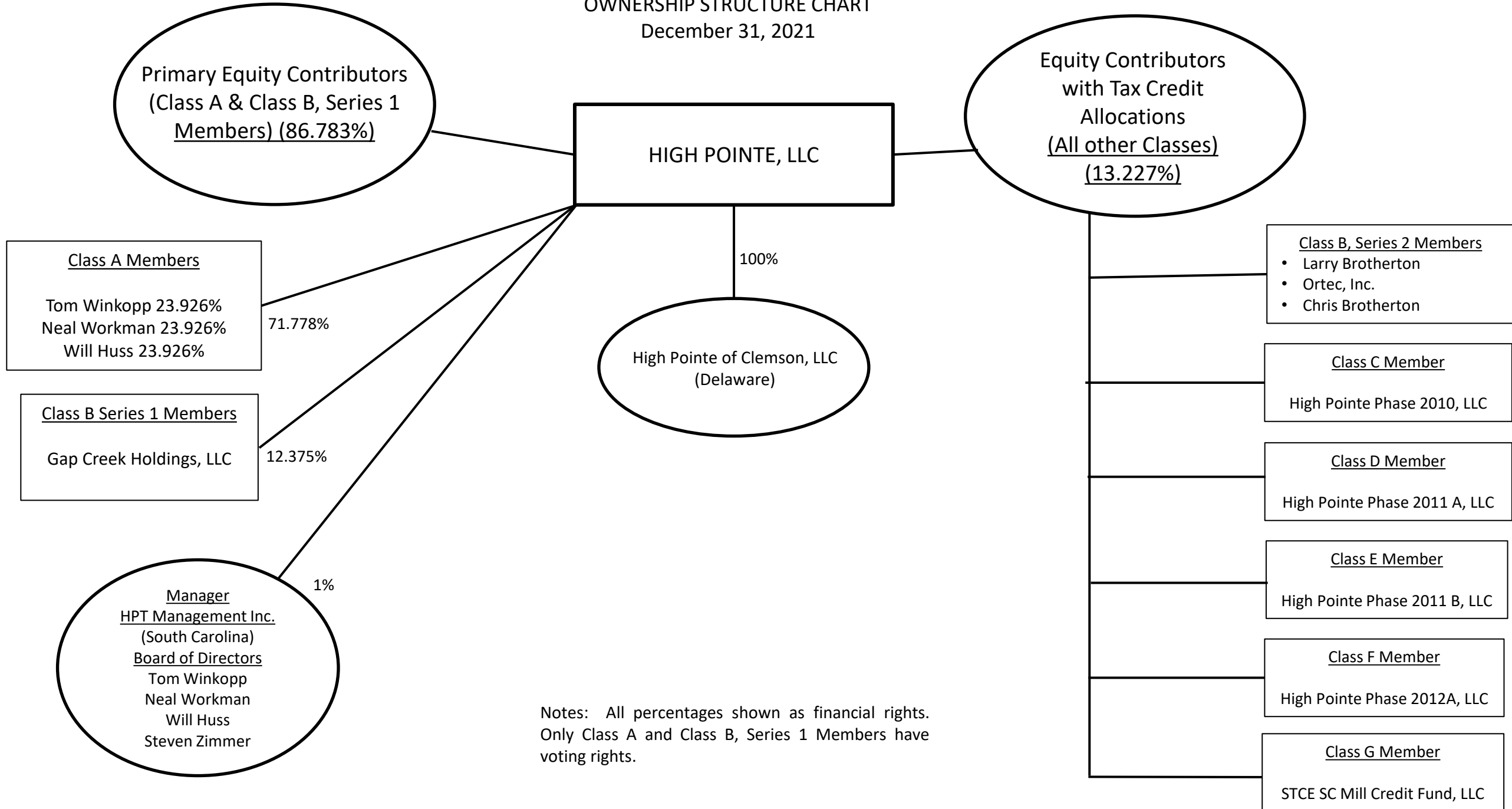
William W. Huss, Jr.  
William W. Huss, Jr.

SWORN to before me this 7<sup>th</sup> day of February, 2022.

Kelly R. Vaughn  
Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025



HIGH POINTE, LLC  
a South Carolina Limited Liability Company Limited Liability Company  
**OWNERSHIP STRUCTURE CHART**  
December 31, 2021



Notes: All percentages shown as financial rights. Only Class A and Class B, Series 1 Members have voting rights.

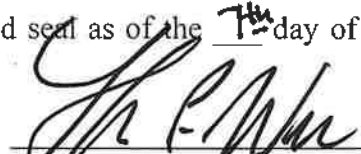
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

AFFIDAVIT

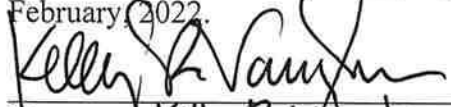
I, the undersigned, Thomas P. Winkopp, do hereby certify that

1. I am the President of PWD Management, Inc., a South Carolina corporation (“Manager”), which is the sole manager of Pointe West Development, LLC, a South Carolina limited liability company (the “Company”), and that, as such, I have access to its records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this Affidavit for the Manager in the name and on behalf of the Company.
2. Attached hereto as Exhibit A is the Pointe West Development, LLC Ownership Structure Chart dated as of December 31, 2021 which reflects the current ownership of the Company and the wholly owned subsidiaries of the Company, namely, The Pier at Clemson LLC, The Pier III/IV, LLC, The Pier Phase Five, LLC, The Pier Phase Six, LLC, TDs/Pier, LLC and Pointe West Conservation Holdings, LLC (collectively, the “Subsidiaries”). There are no other subsidiaries of the Company.
3. Each of the Company and the Subsidiaries own portions of the real property located at 397 Edinburg Way in Seneca, Oconee County, South Carolina and on which the project known as “The Pier at Clemson” is located.
4. This Affidavit is given in support of the request by the Company and Pointe West Conservation Holdings, LLC to Oconee County Council for the adoption of Resolutions which certify certain real property owned by the Company and Pointe West Conservation Holdings, LLC as more particularly described in each Resolution as abandoned textile mill sites within the meaning of Section 12-65-20(4)(b) of the Code of Laws of South Carolina, 1976, as amended.
5. I hereby certify that the foregoing statements and the attached Exhibit A are true, correct and complete as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 7<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Thomas P. Winkopp

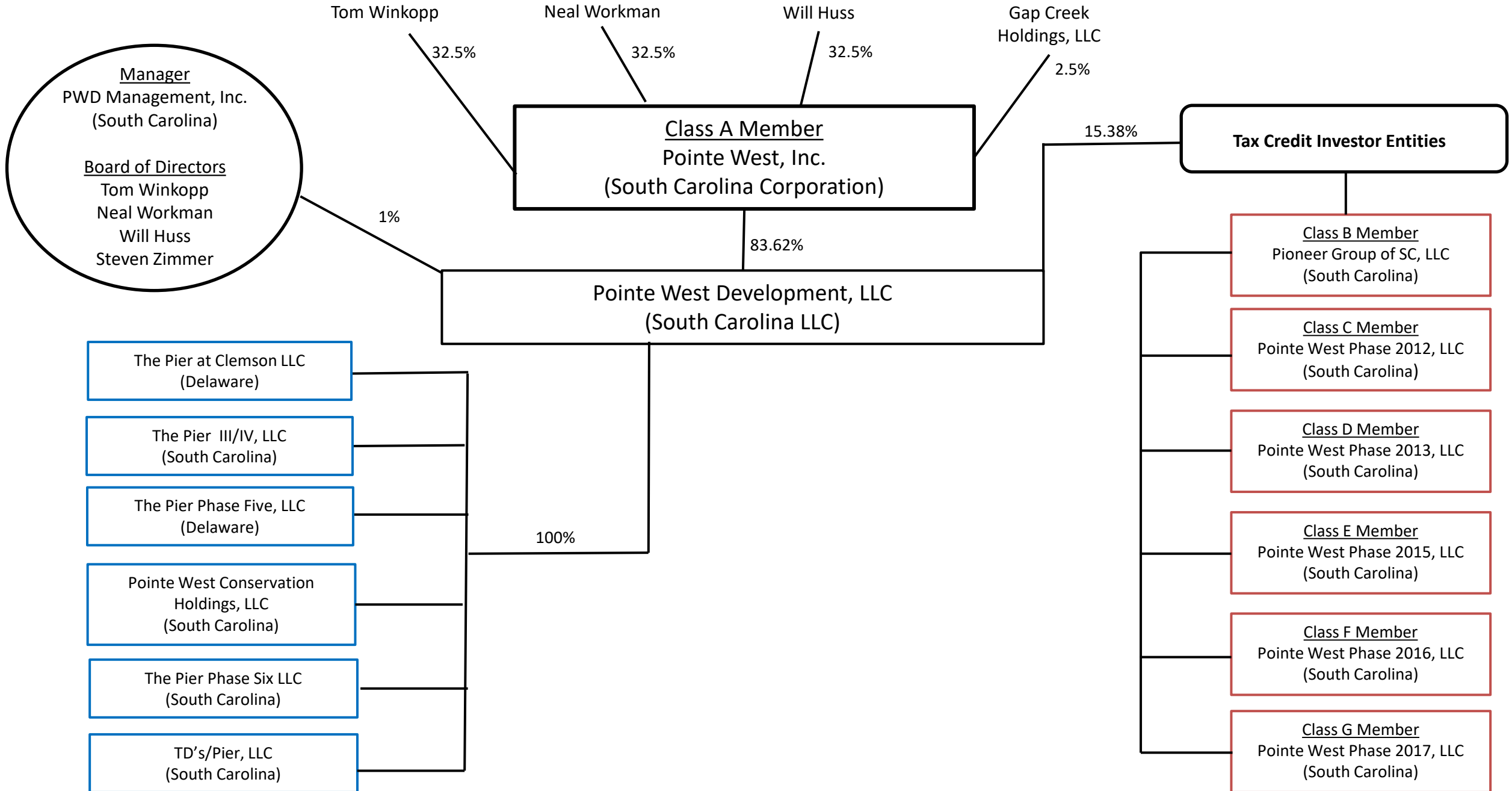
SWORN to before me this 7<sup>th</sup> day of February, 2022.



Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025



POINTE WEST DEVELOPMENT, LLC  
 OWNERSHIP STRUCTURE CHART  
 December 31, 2021



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-05**

**A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE  
COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING  
PARCELS IDENTIFIED BY TAX MAP NUMBERS 271-01-01-134, 271-01-01-  
137 AND 271-01-01-165**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008) (the “Code”), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and

WHEREAS, the Act provides that it is necessary to encourage private investment in order to restore and enhance the tax base of the taxing districts in the areas by the redevelopment of abandoned textile mill sites; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, under Section 12-65-20(4)(a) and (b) of the Act, for a site which, on the date the notice of intent to rehabilitate is filed, is located in a distressed area of a county in the State of South Carolina, a “textile mill site” means the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses; and

WHEREAS, Pointe West Conservation Holdings, LLC, a South Carolina limited liability company (the “Taxpayer”) has represented it or its affiliates is or will be responsible for some or all of the rehabilitation expenses associated with certain real property located at and around 679 Edinburgh Way and further identified as Oconee County Tax Map Numbers 271-01-01-134, 271-01-01-137 and 271-01-01-165 (collectively, the “Property” or “Textile Mill Site”), which tracts are depicted on Exhibit A attached hereto; and

WHEREAS, the Appalachian Council of Governments has confirmed the Property is located within a distressed area of Oconee County for purposes of Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer desires to rehabilitate the Property; and

WHEREAS, the Property is located within Oconee County, South Carolina; and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that:

- (1) the Textile Mill Site was a textile mill as defined in Section 12-65-20(3) of the Act;
- (2) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and



(3) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer has applied to Oconee County, South Carolina for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the County wishes to provide the requested certification following due inquiry, based upon its knowledge that the Property was the site of the former West Point Stevens textile manufacturing facilities, the confirmation of the Property's location in a distressed area by the Appalachian Council of Governments attached as Exhibit B attached hereto, and other due inquiry.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. The Taxpayer has submitted to the County a request for a binding resolution certifying the Textile Mill Site pursuant to Section 12-65-60 of the Act.

Section 2. The Taxpayer has provided to the County information and certifications relating to the ownership, prior use and abandonment of the Property and based solely upon such information and certifications provided by the Taxpayer, the County hereby certifies pursuant to the Act that (i) the Textile Mill Site was, or contained, a textile mill and ancillary uses thereto as defined in Section 12-65-20(3) of the Act; (ii) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and (iii) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act to the extent it contained a "Textile Mill" and "Ancillary Uses" thereto (as such terms are defined in the Act).

Section 3. This Resolution does not provide any tax relief whatsoever and the County expresses no opinion regarding the availability of any tax relief or benefit to Taxpayer beyond the certification contained herein.

Section 4. The Taxpayer is seeking income tax credits under Section 12-65-30(C) of the Act, not property tax credits under Section 12-65-30(B) of the Act, and the County limits this certification to credits against certain income, license and premium taxes or fees as identified in Section 12-65-30(A)(2) of the Act.

Section 5. This Resolution shall be effective upon the date of its enactment.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

Exhibit A

Depiction of Tracts Comprising Textile Mill Site

*(See attached)*

EXHIBIT A

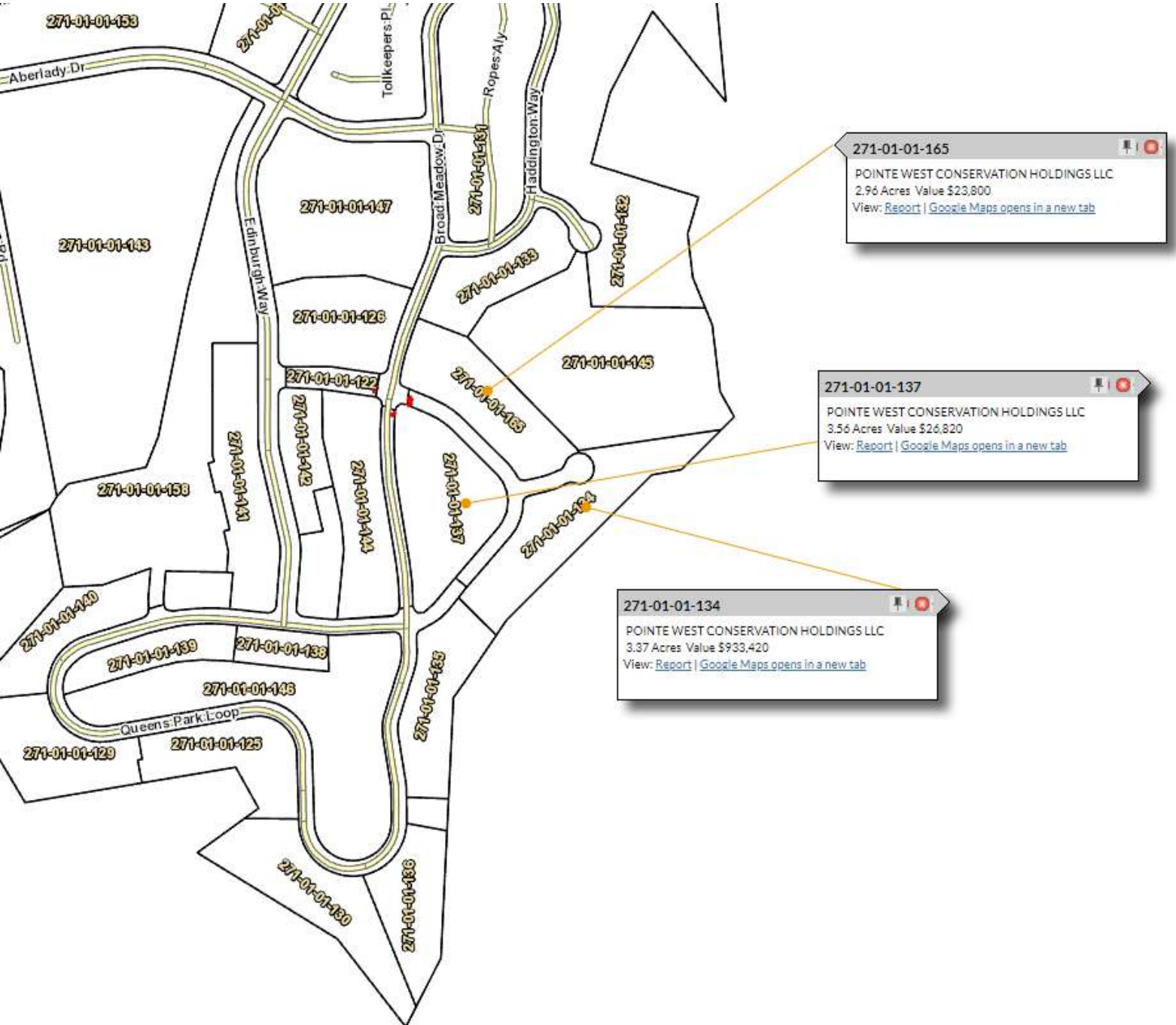


Exhibit B

Confirmation of Designation of Property as Located in Distressed Area  
By  
Appalachian Council of Governments

*(See attached)*



Pointe West Conservation Holdings, LLC  
c/o Richard L. Few, Jr.  
Parker Poe  
110 East Court Street  
Suite 200  
Greenville, SC 29601

November 22, 2021

Dear Richard,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Oconee County tax parcels 271-01-01-134, 271-01-01-137 and 271-01-01-165 are in a distressed area of the State of South Carolina as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson  
Economic Development Director

Exhibit C  
Affidavit Package  
(See attached)

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )

AFFIDAVIT

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polyester, dyeing and printing the cloth, finishing the cloth and fabricating bedding form the cloth.

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8. I hereby certify that the foregoing statements are true, correct and complete to the best of my knowledge as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 7<sup>th</sup> day of February, 2022.

William W. Huss, Jr.  
William W. Huss, Jr.

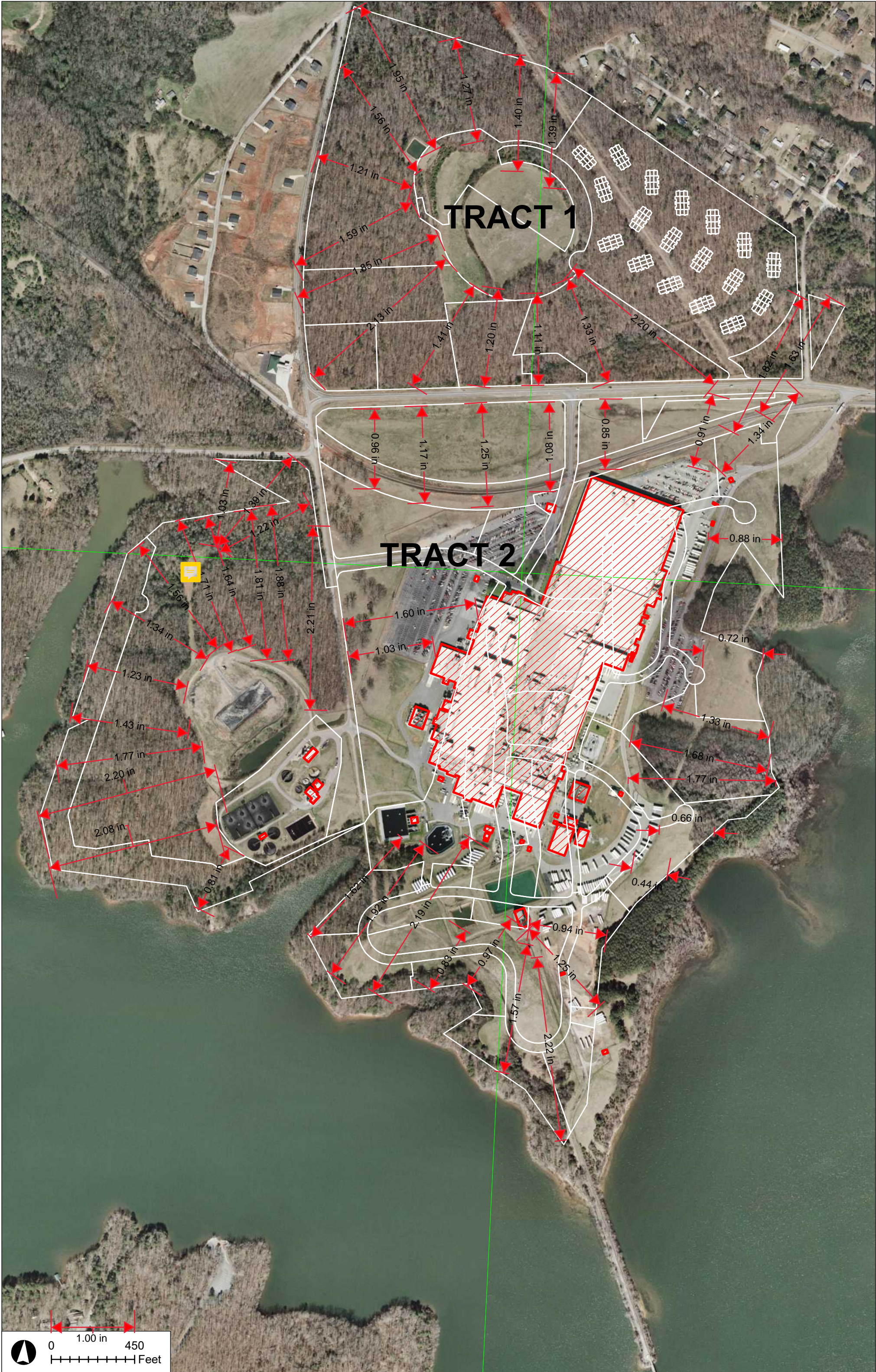
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Kelly R. Vaughn

Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025



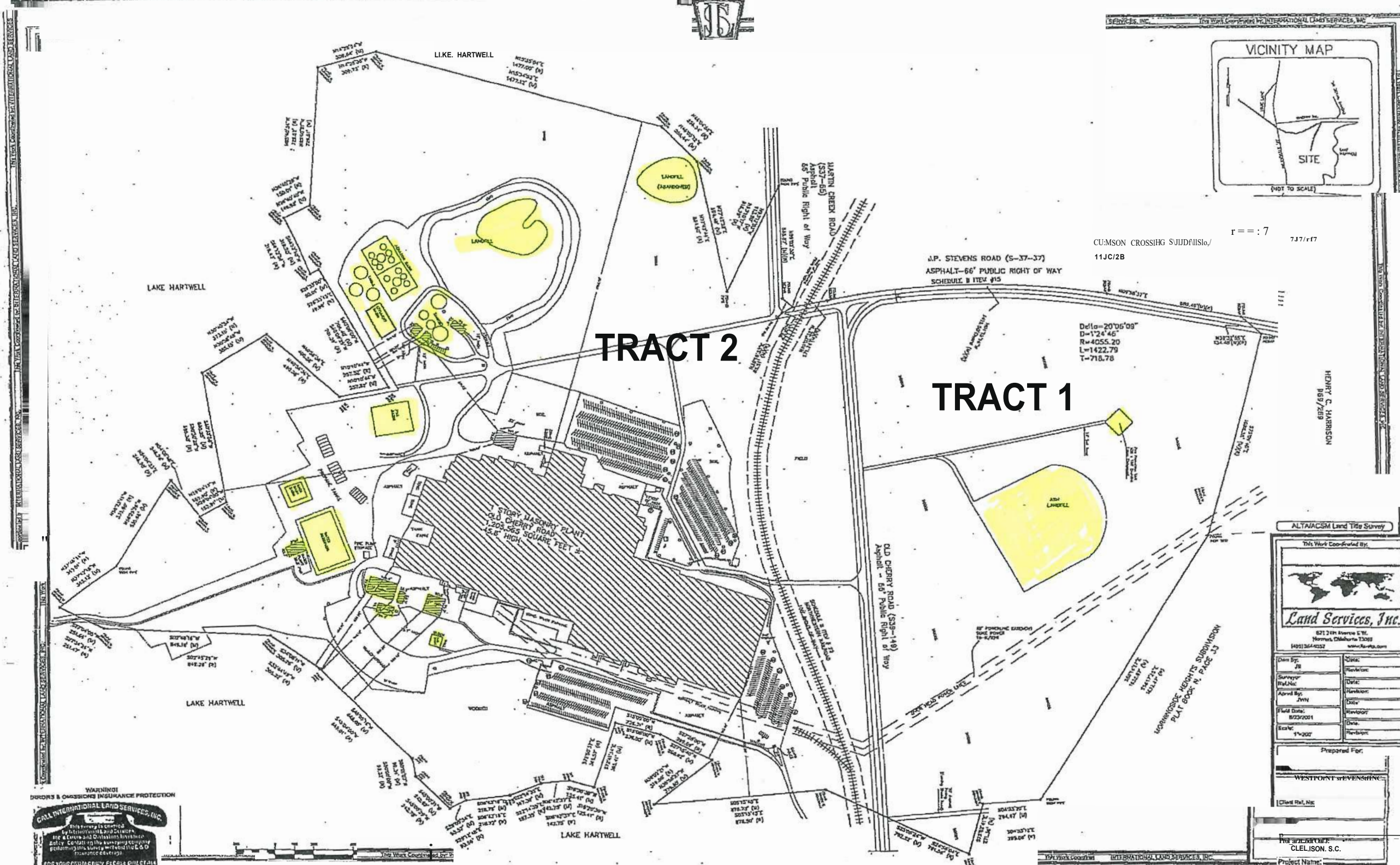




**TRACT 1**

**TRACT 2**





**WARNING!**  
 DONORS & DONATIONS INSURANCE PROTECTION  
 CALL INTERNATIONAL LAND SERVICES, INC.  
 This survey is covered by International Land Services, Inc. and its subsidiaries. For more information, please contact the surveying company performing the survey and International Land Services, Inc. For your protection, please direct all questions regarding this survey to:  
 INTERNATIONAL LAND SERVICES, INC.  
 Phone (404) 701-9252 Fax (404) 704-1002

ALTAICSM Land Title Survey  
 This Work Coordinated By  
  
**Land Services, Inc.**  
 621 21st Avenue S.W.  
 Norman, Oklahoma 73069  
 (405) 564-0322 www.lsi-usa.com

Drawn By:	JK	Date:	
Surveyor:	JK	Function:	
Approved By:	JWH	Date:	
Field Date:	8/22/2007	Reviewer:	
Scale:	1"=200'	Date:	
		Revised:	

Prepared For:  
 WESTPOINT STEVENSON  
 (Client Ref. No.)  
 PROJECT NAME:  
 CLELSON, S.C.  
 Project Name:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

AFFIDAVIT

I, the undersigned, William W. Huss, Jr., do hereby certify that

1. I am the President of HPT Management, Inc., a South Carolina corporation (“Manager”), which is the sole manager of High Pointe, LLC, a South Carolina limited liability company (the “Company”), and that, as such, I have access to its records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this Affidavit for the Manager in the name and on behalf of the Company.
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5. I hereby certify that the foregoing statements and the attached Exhibit A are true, correct and complete as of the date hereof.

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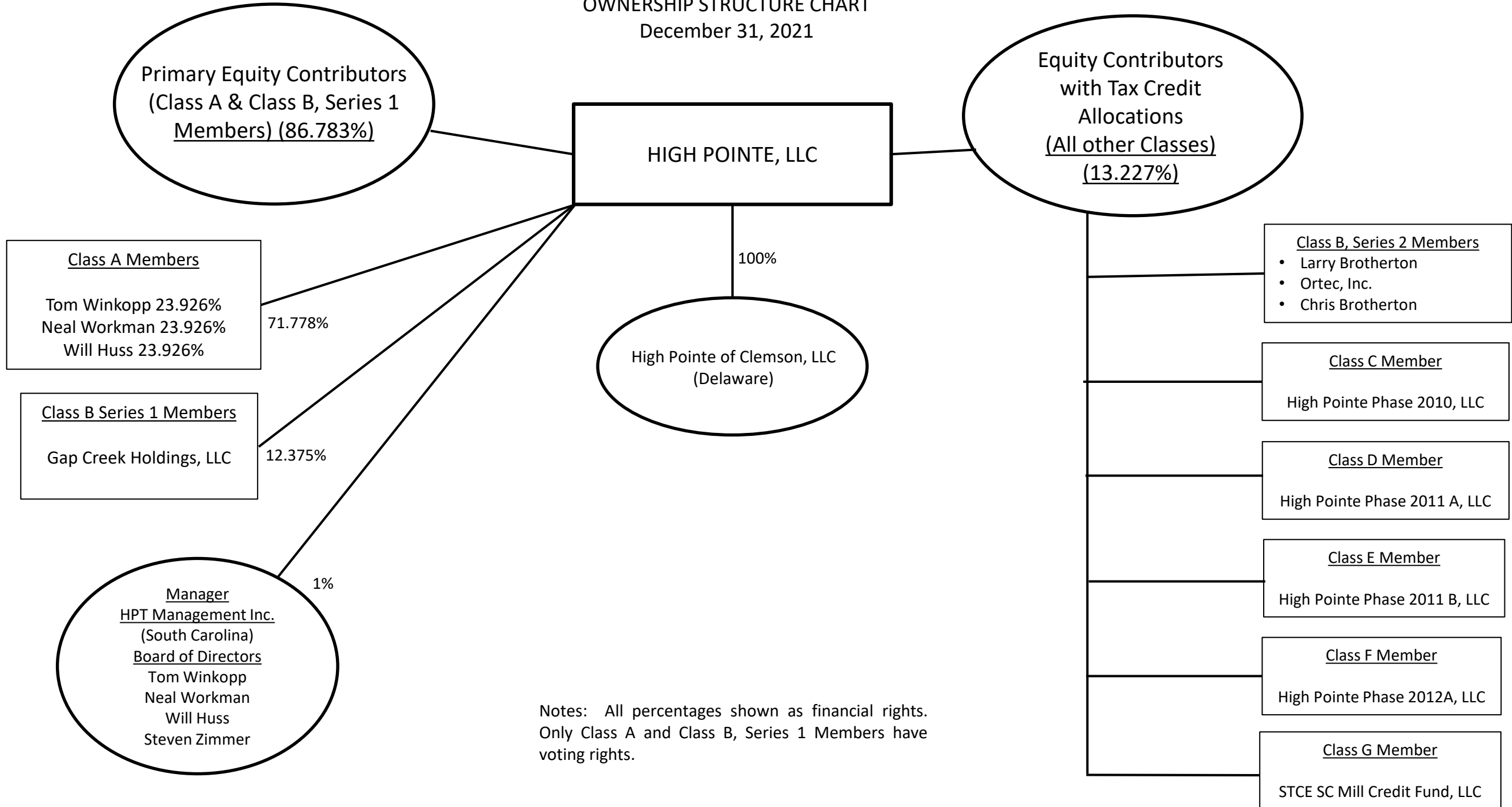
William W. Huss, Jr.  
William W. Huss, Jr.

SWORN to before me this 7<sup>th</sup> day of February, 2022.

Kelly R. Vaughn  
Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025



HIGH POINTE, LLC  
a South Carolina Limited Liability Company Limited Liability Company  
**OWNERSHIP STRUCTURE CHART**  
December 31, 2021



Notes: All percentages shown as financial rights. Only Class A and Class B, Series 1 Members have voting rights.

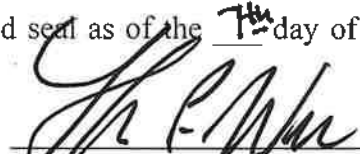
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

AFFIDAVIT


I, the undersigned, Thomas P. Winkopp, do hereby certify that

1. I am the President of PWD Management, Inc., a South Carolina corporation ("Manager"), which is the sole manager of Pointe West Development, LLC, a South Carolina limited liability company (the "Company"), and that, as such, I have access to its records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this Affidavit for the Manager in the name and on behalf of the Company.
2. Attached hereto as Exhibit A is the Pointe West Development, LLC Ownership Structure Chart dated as of December 31, 2021 which reflects the current ownership of the Company and the wholly owned subsidiaries of the Company, namely, The Pier at Clemson LLC, The Pier III/IV, LLC, The Pier Phase Five, LLC, The Pier Phase Six, LLC, TDs/Pier, LLC and Pointe West Conservation Holdings, LLC (collectively, the "Subsidiaries"). There are no other subsidiaries of the Company.
3. Each of the Company and the Subsidiaries own portions of the real property located at 397 Edinburg Way in Seneca, Oconee County, South Carolina and on which the project known as "The Pier at Clemson" is located.
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5. I hereby certify that the foregoing statements and the attached Exhibit A are true, correct and complete as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 7<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Thomas P. Winkopp

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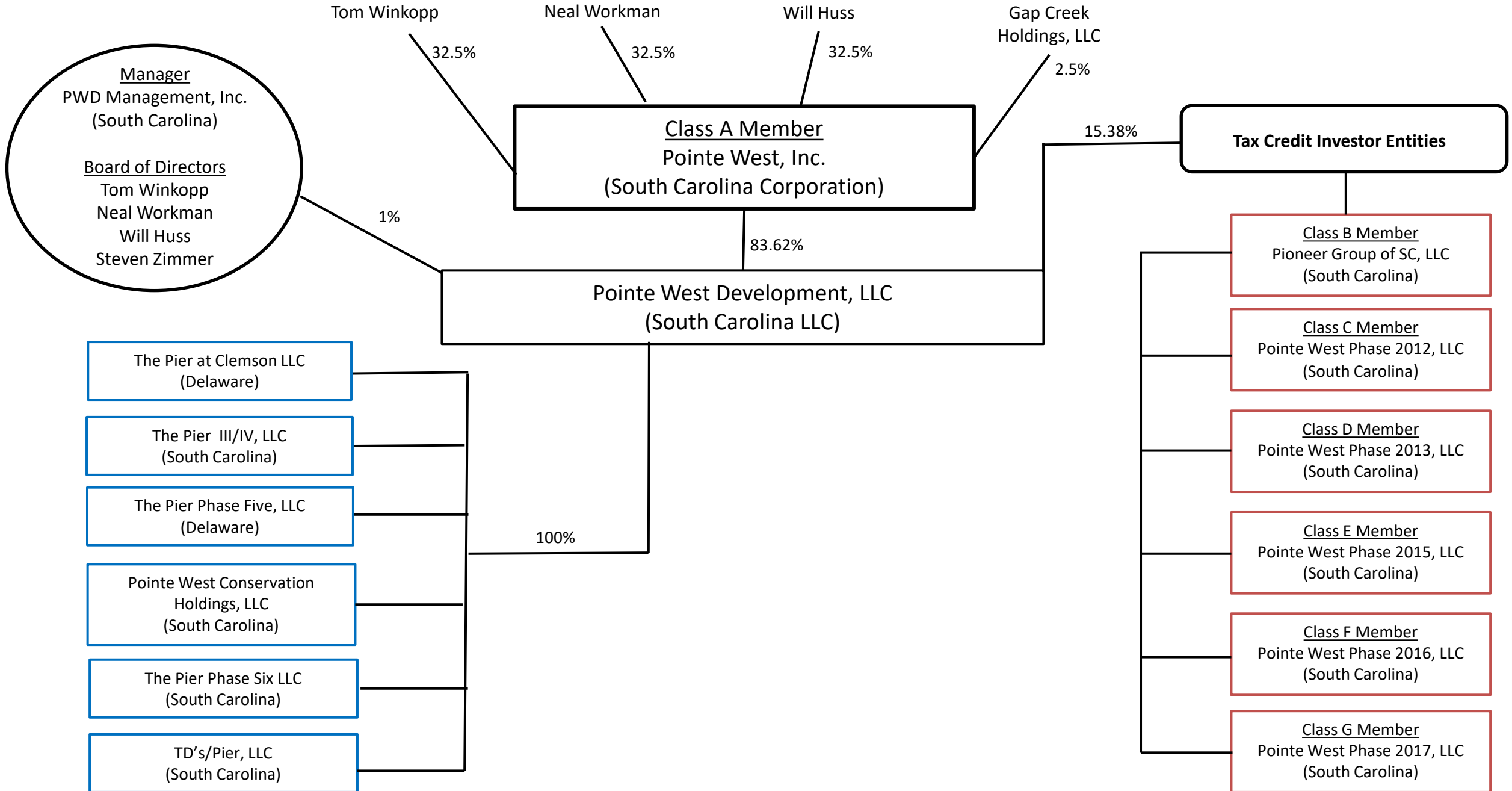
  
\_\_\_\_\_  
Name: Kelly R. Vaughn

Notary Public for South Carolina

My Commission Expires: May 4, 2025



POINTE WEST DEVELOPMENT, LLC  
 OWNERSHIP STRUCTURE CHART  
 December 31, 2021



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2022-06**

**A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING PARCELS IDENTIFIED BY TAX MAP NUMBERS 271-01-01-131, 271-01-01-132, 271-01-01-133, 271-01-01-140, 271-01-01-143, 271-01-01-144, 271-01-01-145, 271-01-01-146, 271-01-01-147, 271-01-01-148, 271-01-01-149, 271-01-01-150, 271-01-01-156, 271-01-01-158, 271-01-01-161, 271-01-01-163, 271-01-01-165 AND 271-01-01-166**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008) (the “Code”), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and

WHEREAS, the Act provides that it is necessary to encourage private investment in order to restore and enhance the tax base of the taxing districts in the areas by the redevelopment of abandoned textile mill sites; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, under Section 12-65-20(4)(a) and (b) of the Act, for a site which, on the date the notice of intent to rehabilitate is filed, is located in a distressed area of a county in the State of South Carolina, a “textile mill site” means the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses; and

WHEREAS, Pointe West Development, LLC, a South Carolina limited liability company (the “Taxpayer”) has represented it or its affiliates is or will be responsible for some or all of the rehabilitation expenses associated with certain real property located at and around 679 Edinburgh Way and further identified as Oconee County Tax Map Numbers 271-01-01-131, 271-01-01-132, 271-01-01-133, 271-01-01-140, 271-01-01-143, 271-01-01-144, 271-01-01-145, 271-01-01-146, 271-01-01-147, 271-01-01-148, 271-01-01-149, 271-01-01-150, 271-01-01-156, 271-01-01-158, 271-01-01-161, 271-01-01-163, 271-01-01-165 and 271-01-01-166 (collectively, the “Property” or “Textile Mill Site”), which tracts are depicted on Exhibit A attached hereto; and

WHEREAS, the Appalachian Council of Governments has confirmed the Property is located within a distressed area of Oconee County for purposes of Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer desires to rehabilitate the Property; and

WHEREAS, the Property is located within Oconee County, South Carolina; and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding PPAB 6738939v4

resolution of the governing body of the municipality or county, which certification shall include findings that:

- (1) the Textile Mill Site was a textile mill as defined in Section 12-65-20(3) of the Act;
- (2) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and
- (3) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act; and

WHEREAS, the Taxpayer has applied to Oconee County, South Carolina for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the County wishes to provide the requested certification following due inquiry, based upon its knowledge that the Property was the site of the former West Point Stevens textile manufacturing facilities, the confirmation of the Property's location in a distressed area by the Appalachian Council of Governments attached as Exhibit B attached hereto, and other due inquiry.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. The Taxpayer has submitted to the County a request for a binding resolution certifying the Textile Mill Site pursuant to Section 12-65-60 of the Act.

Section 2. The Taxpayer has provided to the County information and certifications relating to the ownership, prior use and abandonment of the Property and based solely upon such information and certifications provided by the Taxpayer, the County hereby certifies pursuant to the Act that (i) the Textile Mill Site was, or contained, a textile mill and ancillary uses thereto as defined in Section 12-65-20(3) of the Act; (ii) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act; and (iii) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act to the extent it contained a "Textile Mill" and "Ancillary Uses" thereto (as such terms are defined in the Act).

Section 3. This Resolution does not provide any tax relief whatsoever and the County expresses no opinion regarding the availability of any tax relief or benefit to Taxpayer beyond the certification contained herein.

Section 4. The Taxpayer is seeking income tax credits under Section 12-65-30(C) of the Act, not property tax credits under Section 12-65-30(B) of the Act, and the County limits this certification to credits against certain income, license and premium taxes or fees as identified in Section 12-65-30(A)(2) of the Act

Section 5. This Resolution shall be effective upon the date of its enactment.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, in meeting duly assembled.

**ATTEST:**



Jennifer C. Adams  
Clerk to Oconee County Council

John Elliott  
Chair, Oconee County Council

Exhibit A

Depiction of Tracts Comprising Textile Mill Site

*(See attached)*

# EXHIBIT A

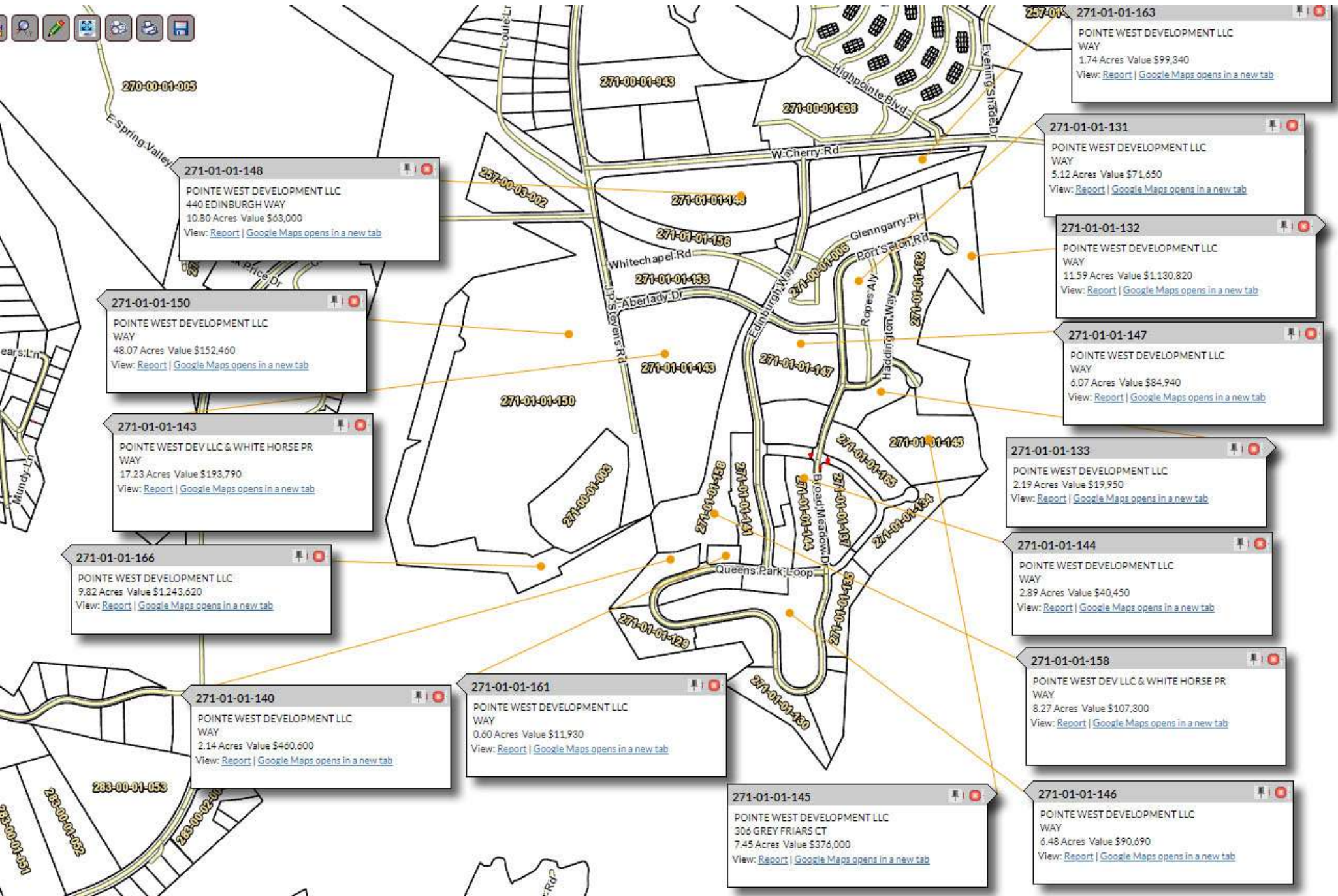


Exhibit B

Confirmation of Designation of Property as Located in Distressed Area  
By  
Appalachian Council of Governments

*(See attached)*



Pointe West Development, LLC  
c/o Richard L. Few, Jr.  
Parker Poe  
110 East Court Street  
Suite 200  
Greenville, SC 29601

February 8, 2022

Dear Richard,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Oconee County tax parcels 271-01-01-131, 271-01-01-132, 271-01-01-133, 271-01-01-140, 271-01-01-143, 271-01-01-144, 271-01-01-145, 271-01-01-146, 271-01-01-147, 271-01-01-148, 271-01-01-149, 271-01-01-150, 271-01-01-156, 271-01-01-158, 271-01-01-161, 271-01-01-163, and 271-01-01-166 are in a distressed area of the State of South Carolina as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson  
Economic Development Director

Exhibit C  
Affidavit Package  
(See attached)

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )

AFFIDAVIT

I, the undersigned, William W. Huss, Jr., do hereby certify that

1. I am the President of Pointe West, Inc., a South Carolina corporation (“PWI”), which is principal owner of Pointe West Development, LLC, a South Carolina limited liability company (“PWD”), and that, as such, I have access to the records of PWI and PWD relating to the matters addressed herein. I have been a shareholder, director and officer of PWI since its incorporation on June 14, 2007, a manager of PWD from its organization on August 9, 2012 until December 19, 2013, when PWD Management, Inc., a South Carolina corporation (“Manager”) was incorporated to be the manager of PWD and a director and officer of Manager since December 19, 2013. As such, I am familiar with the matters addressed below and herein certified, that I am authorized to execute and deliver this Affidavit for PWI.
2. On December 18, 2007, PWI acquired certain real property located at 500 West Cherry Road in Seneca, Oconee County, South Carolina from WP Properties of Clemson, LLC (“Seller”) which consisted of two tracts of land designated as Tract 1 and Tract 2 containing approximately 342.49 acres, with Tract 1 being 99.82 acres and Tract 2 being 232.67 acres (collectively, the “Property”). On the same date, PWI conveyed Tract 1 to High Pointe, LLC, a South Carolina limited liability company (“High Pointe”). I have been a member of High Pointe since its organization on December 11, 2007 until December 19, 2013, when HPT Management, Inc., a South Carolina corporation (“HPT”) was incorporated to be the manager of High Pointe and director and officer if HPT since December 19, 2013.
3. Prior to the acquisition of the Property, PWI and its authorized officers, advisors, attorneys and other consultants (collectively, the “PWI Team”) investigated the status of the Property, its ownership history and prior uses on the Property and its environmental and geotechnical conditions for the purpose of redevelopment of the Property with residential rental student housing, single family homes and related uses. In this regard, the PWI Team reviewed prior environmental site assessment reports, including the Phase I Environmental Site Assessment of RMT, Inc. in March of 2005 for Westpoint Stevens, Inc., the owner of the Property at the time (the “ESA”).
4. Based upon the information provided in the ESA and PWI’s discussions with Seller representatives prior to the acquisition, the Property was undeveloped prior to being acquired by J.P. Stevens Company in 1951. During 1951, J.P. Stevens Company built the original textile mill and related improvements. It operated the mill until 1989 when it was acquired by West Point Pepperell which later became Westpoint Stevens, the predecessor company of Seller. Expansions were made to the mill facility in 1955, 1959, 1962, 1974 and 1990. The textile manufacturing building eventually grew to 1,202,565 square feet. The mill produced finished textile fabrics, including flat and fitted sheets and pillow cases. Prior to operations at the mill ceasing, it was making cloth from cotton and

polyester, dyeing and printing the cloth, finishing the cloth and fabricating bedding form the cloth.

5. Other uses of the Property included a boiler plant which was coal-fired to provide power to the mill. A coal storage facility and trailer parking area was adjacent to the boiler plant. The fly ash from the boiler plant was placed into a landfill located on Tract 1 (now owned by High Pointe). Four landfills were located on Tract 2 (now owned by PWD and affiliates). Also located on Tract 2 were the parking lots for employees adjacent to the mill building, a parts storage building, a maintenance building and a wastewater treatment plant plus a rail spur for transportation of raw materials and finished products.
6. A scaled map of the Property provided by PWI to the County showing the textile mill facilities and these ancillary uses confirm that as to Tract 1, all areas of the Property in Tract 1 to be certified are within 1,000 feet of the former fly ash pit. As to Tract 2, all areas to be certified consist of portions of the former textile manufacturing building, employee parking lots, the rail spur, one of the landfills and the waste water treatment plant or are within 1,000 feet of these areas.
7. WestPoint Stevens filed bankruptcy in late 2004 and its facility on West Cherry Road was closed by April, 2005. The facility remained vacant until acquired by PWI in late 2007. PWI demolished the textile mill building and all other structures and improvements in 2008, except for the waste water treatment plant which was rehabilitated to provide sewer services to the new development.
8. I hereby certify that the foregoing statements are true, correct and complete to the best of my knowledge as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal as of the 7<sup>th</sup> day of February, 2022.

William W. Huss, Jr.  
William W. Huss, Jr.

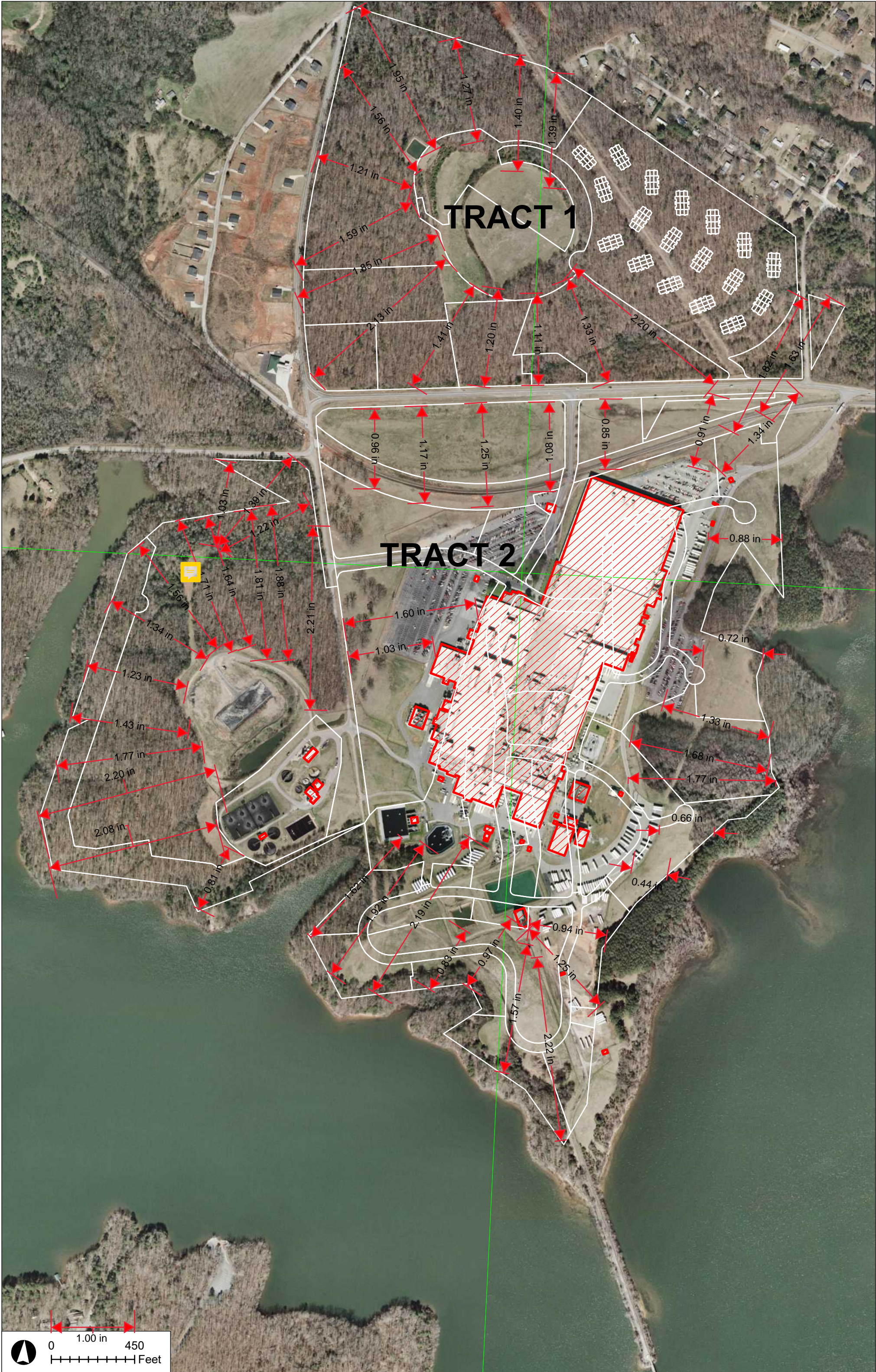
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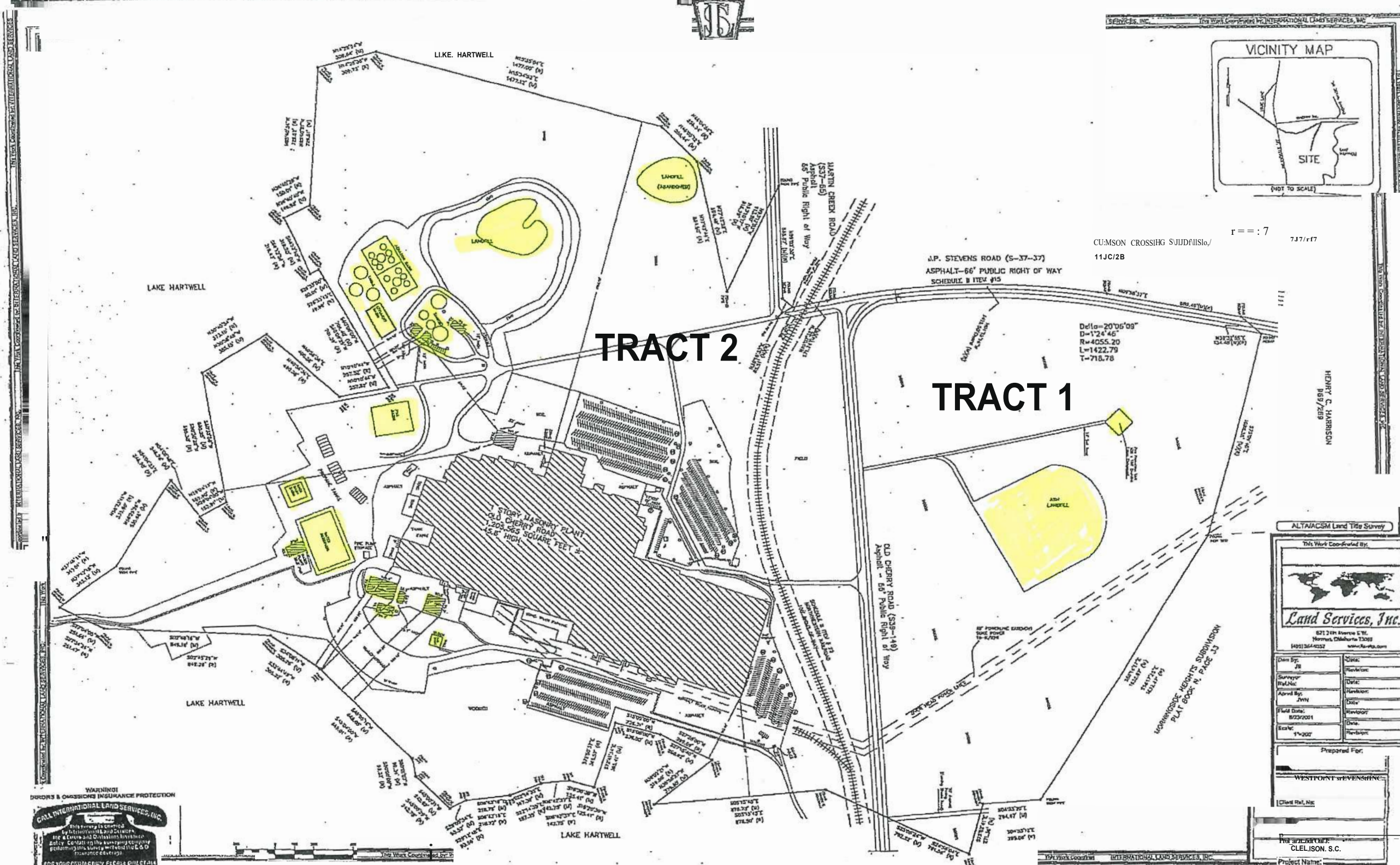
Kelly R. Vaughn

Name: Kelly R. Vaughn  
Notary Public for South Carolina  
My Commission Expires: May 4, 2025



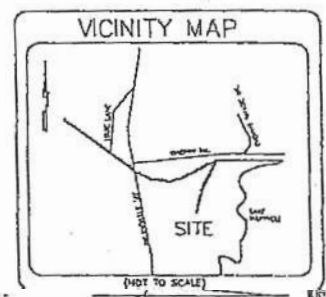






**TRACT 2**

**TRACT 1**



ALTAIACSM Land Title Survey

This Work Coordinated By:

**Land Services, Inc.**  
 621 21st Avenue S.W.  
 Norman, Oklahoma 73069  
 405.264.0322 www.lsi-llc.com

Drawn By:	JK	Date:	
Surveyor:	JK	Function:	
Approved By:	JWH	Date:	
Field Date:	8/22/2011	Reviewer:	
Scale:	1"=200'	Date:	
		Revised:	

Prepared For:

WESTPOINT STEVENSON

Client Ref. No.:

Project Name:

**WARNING!**  
 DONORS & OMISSIONS INSURANCE PROTECTION

CALL INTERNATIONAL LAND SERVICES, INC.  
 This survey is covered by International Land Services, Inc. and its subsidiaries. The client and Omission Insurance policy. Contact the surveying company for more information. ILS & O Insurance details.

FOR YOUR PROTECTION PLEASE DIRECT ALL QUESTIONS REGARDING THIS SURVEY TO:  
 INTERNATIONAL LAND SERVICES, INC.  
 Phone (405) 701-0252 Fax (405) 704-1002

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

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2. Attached hereto as Exhibit A is the High Pointe, LLC Ownership Structure Chart dated as of December 31, 2021 which reflects the current ownership of the Company and the wholly owned subsidiary of the Company, namely, High Pointe of Clemson LLC (the “Subsidiary”). There are no other subsidiaries of the Company.
3. Each of the Company and the Subsidiary own portions of the real property located on West Cherry Road in Seneca, Oconee County, South Carolina and on which the project known as “The View at The Pier” is located.
4. This Affidavit is given in support of the request by the Company to Oconee County Council for the adoption of a Resolution which certifies certain real property owned by the Company as more particularly described in such Resolution as abandoned textile mill sites within the meaning of Section 12-65-20(4)(b) of the Code of Laws of South Carolina, 1976, as amended.
5. I hereby certify that the foregoing statements and the attached Exhibit A are true, correct and complete as of the date hereof.

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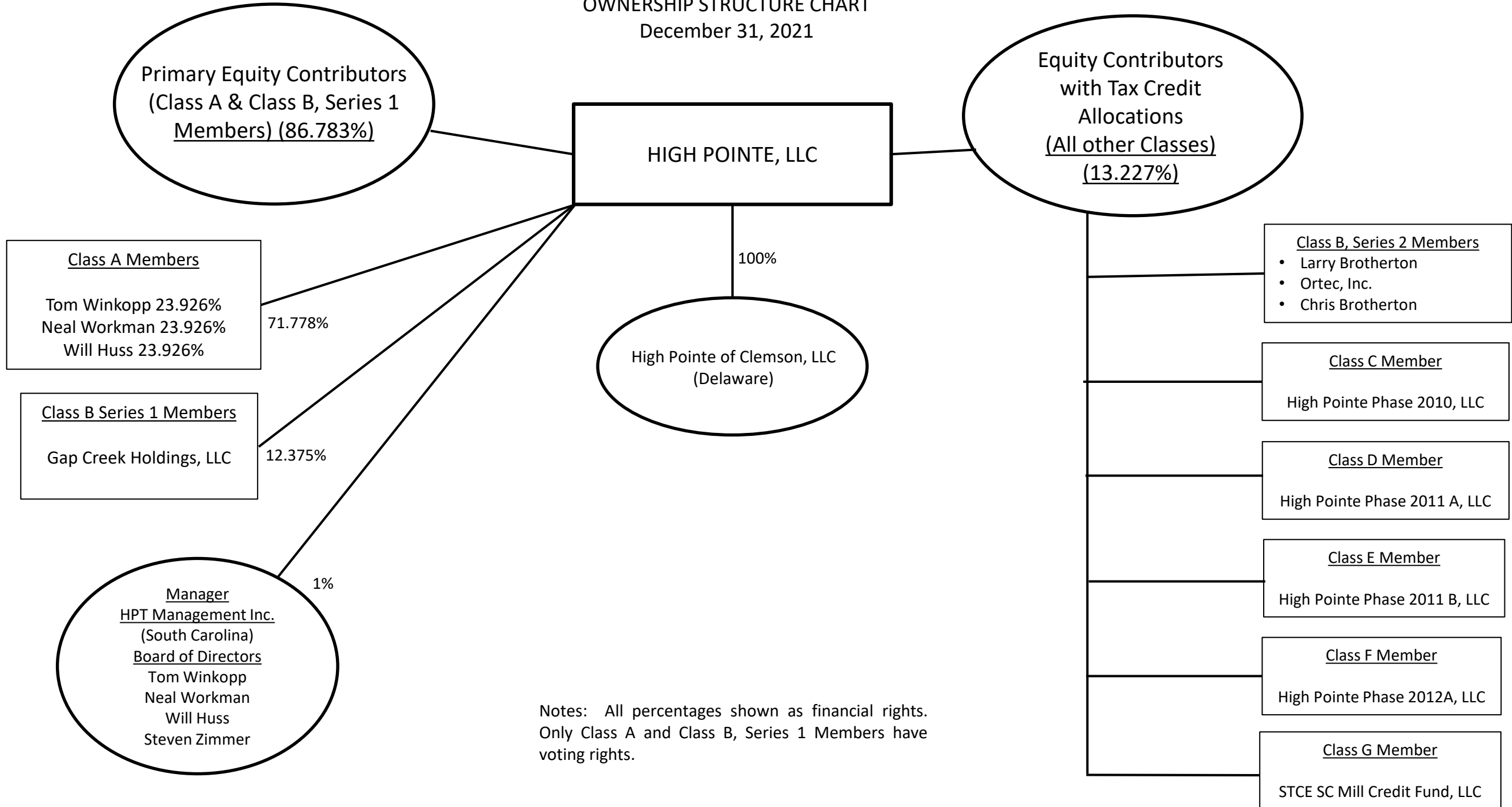
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**OWNERSHIP STRUCTURE CHART**  
December 31, 2021



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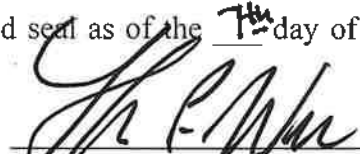
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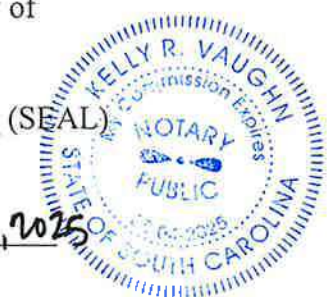
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Thomas P. Winkopp

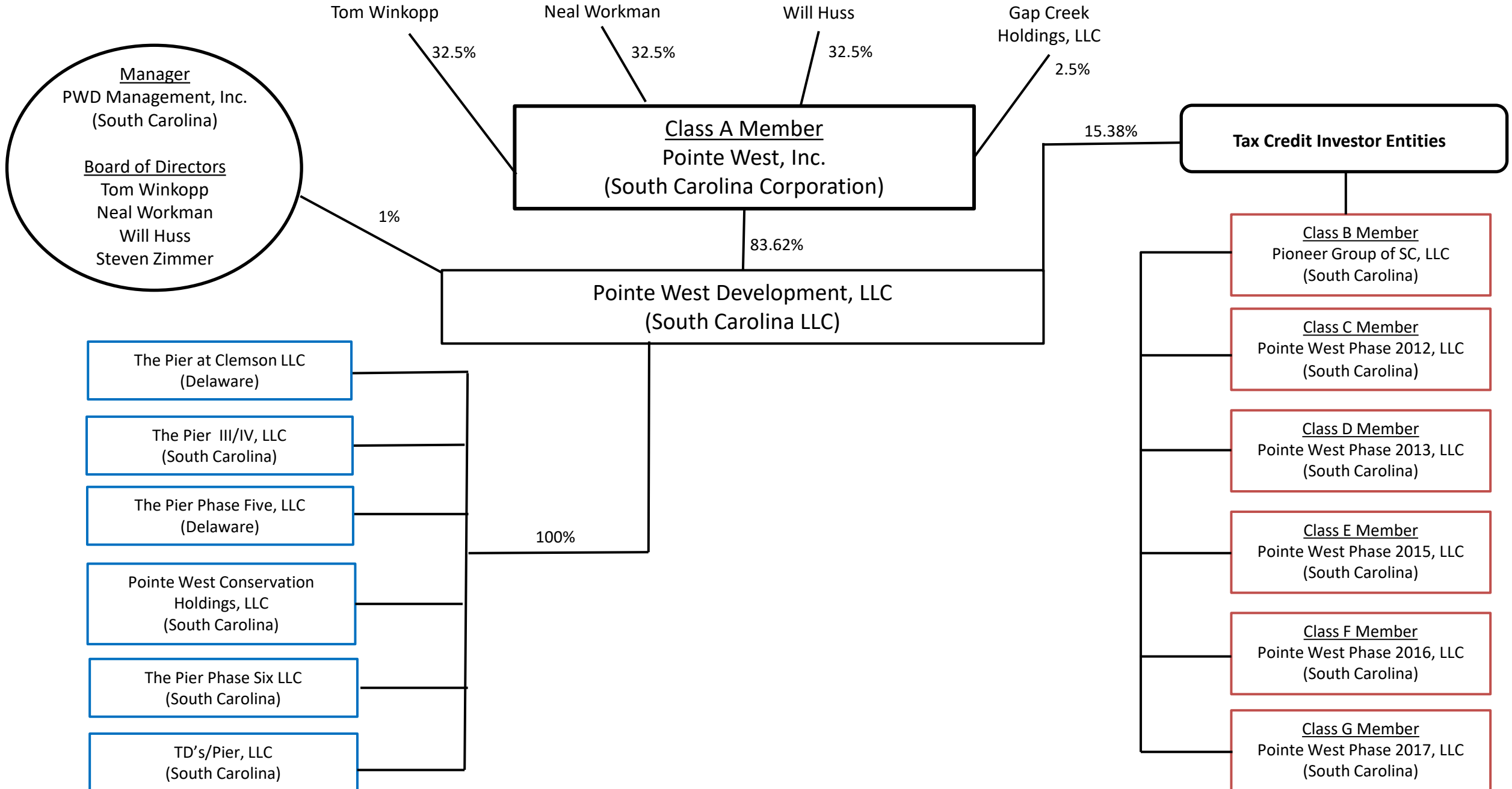
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My Commission Expires: May 4, 2025



POINTE WEST DEVELOPMENT, LLC  
 OWNERSHIP STRUCTURE CHART  
 December 31, 2021



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 15, 2022

## ITEM TITLE:

**Title: Self-Contained Breathing Apparatuses (SCBA's)**

**Department(s): Emergency Services**

**Amount: \$1,359,734.08**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: Audate Price

Budget: \$1,359,734.08

Project Cost: **\$1,359,734.08**

**Balance: \$ 0.00**

## BACKGROUND DESCRIPTION:

The main mission of Oconee County Emergency Services is to provide maximum safety for all personnel. The recent assessment of the SCBA's in service indicated that the majority are not certified to the newest National Fire Protection Association (NFPA) standard. NFPA updates standards every five (5) years and the latest 2018 update states that all SCBA's must be Chemical, Biological, Radiological and Nuclear (CBRN) certified, heat rating increase and testing on face piece along with data logging all resulting in upgraded safety features to the responder. Upgrades can only be completed within 2 revision cycles, which is ten (10) years and the age of the majority of the current equipment exceeds that. This replacement, including the newest models where upgrading was not cost feasible, will insure our SCBA's meet the NFPA 2018 Standard.

There are two brands of SCBA's offered within close proximity of Oconee: MSA and Scott. An evaluation committee, composed of Fire Chiefs across Oconee County discussed the features preferred and required in the SCBA's. The evaluation committee participated in demonstrations and field testing of each brand. The evaluation committee discussed and documented the pros and cons of each SCBA brand. Once the evaluation was complete, the committee voted and unanimously recommended MSA brand SCBA's.

On February 1, 2022, County Council approved the award of SCBA's to Allsource Enterprise, LLC., dba Safe Industries for the Assistance to Firefighters Grant (AFG). This additional lease-purchase was not brought before Council at the same time because the lease-purchase documents were not yet completed.

## SPECIAL CONSIDERATIONS OR CONCERNS:

H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers. Allsource Enterprise, LLC., dba Safe Industries, is the H-GAC contract holder for Emergency Medical and Rescue Equipment, contract number EE08-19. Allsource Enterprise, LLC., dba Safe Industries, of Easley, SC is the authorized distributor for MSA brand SCBA's for Oconee County. Allsource Enterprise, LLC., dba Safe Industries, is offering the equipment to the County with pricing better than H-GAC prices.

This purchase will be via lease purchase. The lease purchase was presented to Council for approval, prior to this action item, on the Agenda for this meeting.

## ATTACHMENT(S):

1. Allsource Enterprise, LLC., dba Safe Industries, Quote
2. MSA Authorized Distributor for Allsource Enterprise, LLC dba Safe Industries
3. H-GAC Award

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of SCBA's to Allsource Enterprise, LLC., dba Safe Industries, of Easley, SC in the amount of \$1,359,734.08.

Submitted or Prepared By: Tronda C. Popham  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*



## Product Information

## Product Description

MSA

## Manufacturer

MSA Safety Sales LLC

## Product Code

EE19ACA

## Contract

EE08-19 Emergency Medical & Rescue Equipment

## Contract Category

Emergency Equipment & Supplies

## Discount

15%

## Price Unit

EA

## Keyword(s)

Self-Contained Breathing Apparatus, SCBA's

## Vendors Offering This Product

### Air Care Inc.

Christopher Thomas

[cthomas@aircareinc.biz](mailto:cthomas@aircareinc.biz) (mailto:cthomas@aircareinc.biz)

Phone: 804-642-9044

Fax: 804-642-6426



**Air One Equipment, Inc.**

Martin Svihra  
msvihra@aoe.net (mailto:msvihra@aoe.net)  
Phone: 847-289-9000  
Fax: 847-289-9001

**Allsource Enterprise LLC dba Safe Industries**

Randy Porter  
randy@safeindustries.com (mailto:randy@safeindustries.com)  
Phone: 864-920-0120  
Fax: 864-845-7176

**Bauer Compressors, Inc.**

Keith Hodak  
keith.hodak@bauersf.com (mailto:keith.hodak@bauersf.com)  
Phone: 925-449-7210  
Fax: 925-449-7201

**Bauer Compressors, Inc.**

Dan Kroetch  
dan.kroetch@bauercomp.com (mailto:dan.kroetch@bauercomp.com)  
Phone: 925-449-7210  
Fax: 925-449-7201

**Casco Industries, Inc.**

David Stewart  
david@cascoindustries.com (mailto:david@cascoindustries.com)  
Phone: 800-551-8787  
Fax: 253-681-7877

**Conrad Fire Equipment Inc.**

Karl Schultz  
kschultz@conradfire.com (mailto:kschultz@conradfire.com)  
Phone: 913-780-5521  
Fax: 913-780-5251

**Conrad Fire Equipment Inc.**

Karl Schultz  
kschultz@conradfire.com (mailto:kschultz@conradfire.com)  
Phone: 913-780-5521  
Fax: 913-780-5251

**Fire & Safety Equipment Co., Inc.**

Rodney Lawson  
rlawson@fireandsafety.net (mailto:rlawson@fireandsafety.net)  
Phone: 434-993-2425  
Fax: 434-993-2679

**Fire Protection Equipment Company, Inc.**

Matt Costello  
mcostello@fireprotection-va.com (mailto:mcostello@fireprotection-va.com)  
Phone: 804-262-1594  
Fax: 804-262-1023

**FireLine, Inc.**

Billy McDonel  
wmcdonel@firelineinc.com (mailto:wmcdonel@firelineinc.com)  
Phone: 770-868-4448  
Fax: 770-868-4455

**FireLine, Inc.**

Ryan McDonel  
ryanmcdonel@firelineinc.com (mailto:ryanmcdonel@firelineinc.com)  
Phone: 770.601.3389  
Fax: 770.868.4455

**L. N. Curtis & Sons**

Nick Lloyd  
NLloyd@LNCurtis.com (mailto:NLloyd@LNCurtis.com)  
Phone: 877-453-3911  
Fax: 602-453-3910

**Mid-South Bus Center dba Mid-South Emergency Equipment**

Drake Earnest  
drake@midsouthemergency.com (mailto:drake@midsouthemergency.com)  
Phone: 615-890-6368  
Fax: 615-890-6387

**MSA Safety Sales LLC**

Scott McGuire  
scott.mcguire@msasafety.com (mailto:scott.mcguire@msasafety.com)  
Phone: 724-742-8028  
Fax: 724-741-1558

**MSA Safety Sales LLC**

John Ricciardi  
john.ricciardi@MSAsafety.com (mailto:john.ricciardi@MSAsafety.com)  
Phone: 630-251-2990  
Fax: 800-967-0398

**Newton's Fire & Safety Equipment, Inc.**

Seth Newton  
seth@newtonsfire.com (mailto:seth@newtonsfire.com)  
Phone: 800-672-5918  
Fax: 336-578-1982

**Northeast Emergency Apparatus, LLC**

Susan Lake  
susan@northeastemergencyapparatus.com (mailto:susan@northeastemergencyapparatus.com)  
Phone: 207-753-0080  
Fax: 207-753-0090

**ROI Fire & Ballistics Equipment, Inc.**

Jim Geer  
jim@roigear.com (mailto:jim@roigear.com)  
Phone: 720-328-8592  
Fax: 303-648-5192

**SeaWestern, Inc.**

Susan Doyle  
info@seawestern.com (mailto:info@seawestern.com)  
Phone: 425-821-5858  
Fax: 425-823-0636

**SeaWestern, Inc.**

Steve Morris  
steve@seawestern.com (mailto:steve@seawestern.com)  
Phone: 425-821-5858  
Fax:

**SeaWestern, Inc.**

Steve Morris  
info@seawestern.com (mailto:info@seawestern.com)  
Phone: 425-821-5858  
Fax:

**Sentinel Emergency Solutions, LLC**

Chris Hurst  
ChrisHurst@SentinelES.com (mailto:ChrisHurst@SentinelES.com)  
Phone: 636-464-5580  
Fax: 636-464-5720

**Sunbelt Fire, Inc.**

Kent Bradley  
kbradley@sunbeltfire.com (mailto:kbradley@sunbeltfire.com)  
Phone: 800-642-8484  
Fax: 251-928-9933

**Sunbelt Fire, Inc.**

Donald M. Rhodes  
drhodes@sunbeltfire.com (mailto:drhodes@sunbeltfire.com)  
Phone: 251-929-9563  
Fax: 251-928-9933

**Sure-Flo Inc.**

Rodney Roberts  
rodney@sureflo.net (mailto:rodney@sureflo.net)  
Phone: 276-233-3131  
Fax: 276-236-8090

**Ten-8 Fire & Safety, LLC**

Stacey Abraham  
sabraham@ten8fire.com (mailto:sabraham@ten8fire.com)  
Phone: 941-757-2934  
Fax: 941-761-6521

**Ten-8 Fire & Safety, LLC**

Stacey Abraham  
sabraham@ten8fire.com (mailto:sabraham@ten8fire.com)  
Phone: 941.756.7779  
Fax: 941.756.2598

### **Ten-8 Fire & Safety, LLC**

Cindy Morgan

cmorgan@ten8fire.com (mailto:cmorgan@ten8fire.com)

Phone: 321-438-9185

Fax: 941-756-2598

### **Vogelpohl Fire Equipment**

Kevin Kleman

kevinK@vogelpohlfire.com (mailto:kevinK@vogelpohlfire.com)

Phone: 859-282-1000

Fax: 859-282-1550

### **Weidner & Associates, Inc.**

Jordan Hicks

jordan@weidnerfire.com (mailto:jordan@weidnerfire.com)

Phone: 801-565-9595

Fax: 801-565-9598

### **Weidner & Associates, Inc.**

Troy McBride

troy@weidnerfire.com (mailto:troy@weidnerfire.com)

Phone: 801-565-9595

Fax: 801-565-9598

### **Witmer Public Safety Group**

Jeff Trego

jtrego@wpsginc.com (mailto:jtrego@wpsginc.com)

Phone: 610-857-8070

Fax: 888-335-9800



July 20, 2021

MSA Corporate Center  
1000 Cranberry Woods Drive  
Cranberry Township, PA 16066  
800.MSA.2222  
www.MSAnet.com

To Whom It May Concern:

This letter confirms that Safe Industries is the sole authorized distributor of MSA SCBA, Thermal Imaging Cameras, and accessories for the Municipal Fire Service Market for Oconee County, South Carolina. In addition, Safe Industries is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Oconee County, South Carolina.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Victoria Craig". The signature is written in a cursive style.

Victoria Craig  
North American Sales Channels Specialist  
Phone: 724-742-8028  
Email: victoria.craig@msasafety.com



# Quote

## Safe Industries

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

Date	Quote #
1/11/2022	EST8427

Bill To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Ship To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Expires		Sales Rep		Terms		Shipping Method	
3/31/2022				Net 30			
Quantity	Units	Item	Description	Comments	Price	Extended	
135	Ea	G1 SCBA	MSA - G1 SCBA MSA - G1 SCBA SYSTEM PRESSURE - 4500 PSIG CYLINDER CONNECTION - CGA Quick Connect Remote Con HARNESS - Standard w/ Chest Strap CRADLE TYPE - Metal Band LUMBAR TYPE - Adj. Swivel Solid Buckle REGULATOR TYPE - Solid Cover Left Shd. REGULATOR HOSE TYPE - Continuous EMERGENCY BREATHING SUPPORT - None SPEAKER MODULE - Left Chest PASS - PASS Right Shoulder BATTERY TYPE - Rechargeable		4,775.00	644,625.00	
278		10175708	MSA - CYL VLV QC G1 RC 4500 PSIG, LP, 45 MINUTE CYLINDER		955.00	265,490.00	
616		Equipment	Personalized Cylinder logo		12.00	7,392.00	
208		10161817	MSA - Fcpc, G1, FS, LG, LG NC, 5PT C-HARN,C-NS		295.00	61,360.00	
54		10156426-S P	MSA - CYL. ASSY, G1, RC, 4500 PSIG, 60MIN,PKG		1,250.00	67,500.00	
29		10206313	MSA - RIT,G1,QC,QF,GAUGE,QA BYPASS,UEBSS,4500		3,725.00	108,025.00	
29		RBL303	True North - L-3 Lite-Speed RIT Bag Red		300.00	8,700.00	
36	Ea	10158385	MSA - KIT, CHARGING STATION, G1		595.00	21,420.00	
202	Ea	10148741-S P	MSA - Battery Pack, G1, Rechargeable		315.00	63,630.00	
42	Ea	10162403	MSA - Adapter Assy, QC to 1/4 NPT F, 5000 psig		535.00	22,470.00	
42	Ea	SCV-10457	SCBA CGA Fitting - .25" Male NPT x CGA-347		18.00	756.00	



# Quote

## Safe Industries

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

Date	Quote #
1/11/2022	EST8427

Quantity	Units	Item	Description	Comments	Price	Extended
4		Equipment	Adapter, Brass A-PCG21DB3E1 MSA G1 PREMAIRE CADET ESCAPE RESPIRATOR CARRIER AND HARNESS ASSEMBLY2 KEVLAR, STRAP CARRIER, STD PAD OPTIONS1 SHOULDER ESCAPE CYLINDERD 10 MIN. CARBON REGULATOR TYPEB G1,PURGE,BYPASS W/CBRN FACEPIECE3 MED.,MED. NOSECUP,5PT CL HN QUICK DISCONNECTE HANSEN BRASS CASE1 HARDCASE		2,100.00	8,400.00
20	Ea	10083875	MSA - TAG ASSY, ELECTRONIC ID, M7/G1 SCBA		35.00	700.00
5	Ea	10149702-S P	MSA - ADAPTER, QUICK CONNECT, 4500/5500		60.00	300.00
3	Ea	10158407	MSA - Kit, RFID Reader/Writer, G1 - Reader Only		600.00	1,800.00
2	Ea	10144231-S P	MSA - Kit, Filter Adapter Assy, G1 Facepiece		100.00	200.00
					Subtotal	1,282,768.00
					Tax Total	76,966.08
					Total	\$1,359,734.08



EST8427

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing-Ordinance 2022-04

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



\_\_\_\_\_  
Hal Welch  
General Manager



\_\_\_\_\_  
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030

Subscribed and sworn to before me this  
01/26/2022

0



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



# CLASSIFIED MARKETPLACE

864.973.6676

upstatetoday.com

**YARD SALE!**

**FREE**

**Sell items under \$100**

**YARD SALES: 2 Days - \$25.00 10 Line Limit (each additional Line \$1) Each additional day: \$5.00**

Visit [www.upstatetoday.com](http://www.upstatetoday.com)  
Then click **CLASSIFIEDS.**

Merchandise Items over \$100.00. 6 lines for \$57.00

**ANNOUNCEMENTS**

**LOST & FOUND**  
REPORT YOUR LOST PET to Coonsee County Animal Shelter 685-0221 or email into [coossee@coossee.com](mailto:coossee@coossee.com). You may include a photo. We will contact you if we find your pet.

**PERSONALS**

**PAID ADVERTISING**  
  
WE NEED YOUR HELP! If you worked with Billy Dean Home at the Allen Steam Station or Coonsee Nuclear Station from 1999-2012, Please call David Humen at 817-390-1308

**MERCHANDISE**

**Beginners/Childrens Refracting Telescope**  
Model model 285 80mm (2 inch) adjustable tripod with equatorial mount 2 eye pieces (3mm & 25mm) - 6x30mm view finder.  
Asking \$55  
Phone 864-557-8918

**Cooks Essentials**  
12 preset gas lid manual and small cook book included excellent condition.  
\$49.00  
call 864-973-8456

**Efel Wood Burning Stove**  
Made in Belgium. Kama model. Chocolate brown enamel finish. Very good condition. Just removed from living room.  
\$190.  
Phone 864-80-2538

**FIRE WOOD**  
Seasoned Red & White Oak  
\$60 per load  
Call 864-539-8259

**Fold-Away Single Bed**  
New - never used - 4 wheel steel frame Full fold mattress 8 inch - folds to 22x21 1/2  
Asking \$69  
(1719 on Amazon)  
Phone 864-557-8918

**Google Nest Hub**, second generation, 7 inch display. New, still in plastic wrap.  
\$40.00  
864-772-2396

**COMPUTER/ELECTRONICS**

**AT&T Internet**  
Starting at \$40/month w/ 12 month agmt. Includes 1 TB of data per month. Get more for your high-speed internet thing. Ask us how to bundle & SAVE! Geo & svc restrictions apply.  
**Call us today 1-855-724-3001**

Your new ride is waiting for you in the Classifieds!

**MERCHANDISE**

**COMPUTER/ELECTRONICS**

**AT&T TV**  
The Best of Live & On Demand  
On All Your Favorite Screens. **CHOICE Package, \$84.98/mo** for 12 months. Screen on 20 devices at once in your home. **HBO Max FREE for 1yr** (w/CHOICE Package or higher) Call for more details today!  
**Call Ivs 1-855-928-9741**

**DIRECTV**  
for \$69.99/mo for 12 months w/ **CHOICE Package**. Watch your favorite live sports, news & entertainment anywhere.  
One year of **HBO MAX FREE**.  
Directv is #1 in Customer Satisfaction (JD Power & Assoc.)  
Call for more details (some restrictions apply)  
**Call 1-844-824-1107**

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No Satellite Needed. \$49.99/mo. 60 Channels. Stream Breaking News, Live Events, Sports & On Demand Titles.  
No Annual Contract. No Commitment.  
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As Low As \$12.95/month (for the first 3 months)  
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Secure Videos, Music and More!  
Call Earthlink Today **1-877-648-8456**

**MISCELLANEOUS FOR SALE**

**ELIMINATE GUTTER CLEANING FOREVER!**  
LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts.  
Call 1-855-875-2449

**GENERAC**

**Standby Generators**  
provide backup power during utility power outages so your home and family stay safe and comfortable. Prepare now. Free 7-year extended warranty (\$995 value). Call Today! 864-254-2872

**NEVER CLEAN YOUR GUTTERS AGAIN!**

Advanced professionally installed gutter guards protect your gutters and home from debris and leaves forever. For a FREE Quote call: 877-324-1192

**FIND IT IN THE CLASSIFIEDS!**

**MERCHANDISE**

**MISCELLANEOUS FOR SALE**

**The Generac PowerCell**, is a solar battery storage system. SAVE money, reduce your reliance on the grid, prepare for power outages and power your home. Full installation services available. \$9 Down Financing Option. Request a FREE, no obligation quote today. **Call 1-888-855-2175**

Two great new offers from **AT&T Wireless!**  
Ask how to get the new iPhone 11 or Next Generation Samsung Galaxy S10e CD/LTE with AT&T. Buy One, Give One offer - While Supplies last!  
Call 1-855-928-2915

No medical exam or health questions. Cash to help pay funeral and other final expenses.  
Call Physicians Life Insurance Company 855-827-7718 or visit [www.Life5plus.com/ivcan](http://www.Life5plus.com/ivcan)

**ANNOUNCEMENTS**

**ANNOUNCEMENTS**

**Are you interested in serving?**  
City of Wakefield has a vacancy in its Planning Commission. Visit [www.cityofwakefield.com/want-to-apply-for-bids](http://www.cityofwakefield.com/want-to-apply-for-bids) for more details or stop by City Hall at 295 N. Church Street, Wakefield, NC. Open until filled.

**BATHROOM RENOVATIONS**  
Easy, One Day Updates!  
We specialize in early morning. Or all day, no slip flooring & wallabed installation. Call for a free in-home consultation. 844-534-2152

**DENTAL INSURANCE**  
from Physicians Mutual Insurance Company. Coverage for 300 plus procedures. Real dental insurance. NOT just a discount plan. Do not wait! Call now Get your FREE Dental Information Kit with all the details! 1-855-291-7030 [www.dentalplus.com/DO](http://www.dentalplus.com/DO) 8075

**DONATE YOUR CAR TO KINDS.**  
Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & PUV's. Just Fuel Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Deduction. Call (888) 915-2810

Tuesday, February 1, 2012 is the last day to receive winning tickets in the following Coonsee County Education Lottery Instant Games (SC1248) Minway (SC1272) Road to Riches

**REAL ESTATE RENT**

**HOUSES FOR RENT**

**FOR RENT ON LAKE KEOWEE CUTE CABIN WITH AMENITIES**  
2 bedrooms/1 bath, partial lake view cabin, washer/dryer, Water, trash service & yard maintenance included. Paved access, large locked garage for toys in a safe, great community with access to community dock, swimming pool.  
\$2,000 per month. Call Julie 706-782-9297.

**THE JOURNAL**  
Your Best Choice for Local News! Call 862-2375 to subscribe

**REAL ESTATE RENT**

**HOUSES FOR RENT**

**WESTMINSTER EAST APTS. WELCOMES YOU HOME!!!**  
LOCATED IN THE HEART OF WESTMINSTER, Westminster East offers a great location, laid community and beautiful maintained lawn.  
Step by today and find out how little it will cost to live in one of the finest communities in the Westminster area.  
Units designed for persons with disabilities and/or mental assistance subject to availability.  
Call Shannon at (844) 847-4983 for more information.  
Equal Housing Opportunity. Professionally managed by Partnership Property. Opportunity provide and employer. Apply TODAY!

**REAL ESTATE SALES**

**HOUSES**

**PUBLISHER'S NOTICE**  
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

**EMPLOYMENT**

**Help Wanted General**  
**Addison For Congress**  
New Hireing & Training Campaign Workers, Fund Raisers, Paid Walkers, Voter Registration Aides, Absolute Best! Worker [addisonforcongress.com](http://addisonforcongress.com) 854-806-2555.

**Advertise**  
Your Driver Jobs in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

**REAL ESTATE RENT**

**APARTMENTS UNFURNISHED**

**Best Deal In Town!**  
1br - \$525 • 2br - \$545  
As A About Your Weekly Special!  
-Full/Power Pkg. -On Call/No/No/No  
Call (864)882-0636

**VACATION/RESORT RENTALS**

**ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE**  
To more than 2.1 million South Carolina newspaper readers. Your 25 word ad will appear in 99 of 100 newspapers for only \$275. Call Alema Ritchie at the South Carolina Newspaper Network. 1-888-737-7377.

**EMPLOYMENT**

**HELP WANTED GENERAL**

**TRAIN ONLINE TO DO MEDICAL BILLING!**  
Become a Medical Billing Professional online at CTE. Get Trained, Certified & ready to work in months! Call 855-095-0790 (M-F 9am-5pm ET) The Mission, Program Information and Tuition is located at Coonsee Technical.edu/consumer-education

**PET/ANIMAL STOCK**

**PET MARKET**

**ADOPT A CAT!**  
Save a Life! Snuggly, pretty cats & kittens \$75 adoption fee. Includes spay/neuter, vaccines, microchip. Take a SWEEET companion home today!  
[coosseehumane.org](http://coosseehumane.org)  
Call 882-4719

**ADOPT A DOG!**  
Save a Life! Loyal, loving dogs & puppies \$85 adoption fee. Includes spay/neuter, vaccines, microchip. Take a wonderful companion home today!  
[coosseehumane.org](http://coosseehumane.org)  
Call 882-4719

**COONSEE HUMANE SOCIETY**  
offers low-cost spay/neuter vouchers to ALL Coonsee County residents. Find out more at [coosseehumane.org](http://coosseehumane.org) or call 864-882-4719

**REAL ESTATE SALES**

**BUSINESS PROPERTY**

**PUBLISHER'S NOTICE**  
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

**REAL ESTATE RENT**

**APARTMENTS UNFURNISHED**

**Best Deal In Town!**  
1br - \$525 • 2br - \$545  
As A About Your Weekly Special!  
-Full/Power Pkg. -On Call/No/No/No  
Call (864)882-0636

**VACATION/RESORT RENTALS**

**ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE**  
To more than 2.1 million South Carolina newspaper readers. Your 25 word ad will appear in 99 of 100 newspapers for only \$275. Call Alema Ritchie at the South Carolina Newspaper Network. 1-888-737-7377.

**SALES & SERVICES**

**AUCTIONS**

**ADVERTISE YOUR AUCTION**, in 99 of 100 newspapers for only \$275. Your 25 word classified will reach more than 2.1 million readers.  
Call Randall Savely at the S.C. Newspaper Network. 1-888-737-7377

**SERVICES**

**S&K Tree & Tractor Service**  
Tree & Yard Clean Up  
Call Today!  
864-539-6289

**LEGAL NOTICES**

**LEGALS**

**STATE OF SOUTH CAROLINA**  
IN THE COURT OF COMMON PLEAS  
COUNTY OF COONSEE  
CASE NUMBER 2011-09-35-  
American Builders & Contractors Supply Co., Inc., d/b/a ABC Supply, Plaintiff vs. Brandon W. Carvon, individually and d/b/a CB Remodelers, aka a P.L.C. Defendant.

**SUMMONS**

**TO THE DEFENDANT ABOVE NAMED**  
YOU ARE HEREBY SUMMONED and required to serve an Answer to the allegations of the Complaint, such as hereby served upon you, within thirty (30) days of the date of service herein. Your Answer shall be served upon the Clerk of this Court and upon the subscriber at the office, 5418-B Rivers Avenue, North Charleston, South Carolina 29405-6129. If you fail to respond within the time aforesaid, the Plaintiff will file a motion for judgment by default against you by return of the relief demanded in the Complaint.

Bernstein & Bernstein P.A.  
818 Robert A. Bernstein  
Robert A. Bernstein  
SC Bar No. 0677  
Post Office Box 20319  
Charleston, SC 29413  
(843) 529-1111 (843) 529-0205 (fax)  
[bernstein@bernsteinpa.com](mailto:bernstein@bernsteinpa.com)  
ATTORNEYS FOR THE PLAINTIFF  
April 22, 2012

**NOTICE OF APPLICATION**

**NOTICE IS HEREBY GIVEN** that **83 Charo Mexican Grill LLC** intends to apply to the South Carolina Department of Revenue for a license and/or permit that will allow the sale and consumption of beer, wine and liquor at 102 E Main Street, Westminster, SC 29393. To object to the issuance of this license and/or permit, written protest must be postmarked no later than **February 11, 2012**.

For a protest to be valid it must be in writing and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the applicant should not be licensed; (3) That the person protesting is willing to accept a hearing if one is requested by the applicant; (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and (5) The name of the applicant and the address of the premises to be licensed.  
Protests must be mailed to: SCDDOR, Attn: SECTION 5710, P.O. Box 125, Columbia, SC 29214-0007, or filed electronically.

**Notice of Public Hearing:**  
There will be a public hearing at 6 p.m. Tuesday February 15, 2012 in Coonsee County Council Chambers located at 415 S. Pine Street, Westminster, SC 29393 for the following ordinance.

Ordinance 2012-04  
"AN ORDINANCE TO AMEND ORDINANCE 2011-01, THE BUDGET FOR COONSEE COUNTY, WHICH PROVIDES FOR THE LEVY OF TAXES IN EACH ORDINARY COUNTY."

**U-STOR-IT Mini Warehouse**  
Inside • Outside • No Contracts  
Priced & Act! (Best) • Lighted  
Call Us Today  
**654-1000**

**LEGAL NOTICES**

**PURPOSES FOR THE THE COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND FOR THE EMERGENCY SERVICE PROTECTION SPECIAL REVENUE FUND FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND FOR THE BRIDGE AND OVERLIFT CAPITAL PROJECT FUND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND FOR THE DEBT SERVICE FUND FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS FOR THE CAPITAL VEHICLE EQUIPMENT FUND ALL IN DOUGLASS COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.**

There will be a public hearing at 8 p.m. Tuesday February 15, 2022 in Doonee County Courthouse located at 415 S. Pine Street, Walhalla, SC 29981 for the following ordinance:

**Ordinance 2022-05**  
"AN ORDINANCE TO ADOPT A REDISTRIBUTING PLAN FOR DOUGLASS COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO."

Notice of Public Hearing:  
There will be a public hearing at 8 p.m. Tuesday February 15, 2022 in Doonee County Courthouse located at 415 S. Pine Street, Walhalla, SC 29981 for the following ordinance:

**Ordinance 2022-08**  
"AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE OCCOONEE INDUSTRY AND BUSINESS PARK F.W.A. THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK (FIRST AMENDMENT TO THE DECLARATION); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE FIRST AMENDMENT TO THE DECLARATION, AND OTHER MATTERS RELATED THERETO."

Notice of Public Hearing:  
There will be a public hearing at 8 p.m. Tuesday, March 1, 2022 in Doonee County Courthouse located at 415 S. Pine Street, Walhalla, SC 29981 for the following ordinance:

**Ordinance 2022-05**  
"AN ORDINANCE TO ADOPT A REDISTRIBUTING PLAN FOR DOUGLASS COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO."

Notice of Public Hearing:  
There will be a public hearing at 8 p.m. Tuesday, March 1, 2022 in Doonee County Courthouse located at 415 S. Pine Street, Walhalla, SC 29981 for the following ordinance:

**Ordinance 2022-05**  
"AN ORDINANCE TO ADOPT A REDISTRIBUTING PLAN FOR DOUGLASS COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO."

**NOTICE TO CREDITORS OF ESTATES**

ALL PERSONS HAVING claims against the following estates must file their claims on Form #3718B with the Probate Court of Doonee County one address of which is 415 South Pine Street, Room #202 Walhalla, SC 29981 within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC §2-3-401, et seq.), or such persons shall be forever barred as to their claims.

ALL CLAIMS ARE required to be presented in written statements on the prescribed form (Form #3718B) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim and a description of any security as to the claim.

**Estate: Dianna Gallimore Doris**  
Date of Death: 12-05-2021  
Case Number: 2021E-S370899  
Personal Representative: Chandler Marc Doris  
Address: 2005 Sundry Lane Knoxville TN 37912

**Estate: Judy Lawson Edwards**  
Date of Death: 06-13-2021  
Case Number: 2021E-S370866  
Personal Representative: W. Robert Jones, Jr.  
Address: PO Box 1137 Walhalla, SC 29981

**Estate: David B. Swafford**  
Date of Death: 10-15-2021  
Case Number: 2021E-S3700793  
Personal Representative: Savannah Georgiana Banks  
Address: 9604 S. Forest Loop Fort Drum, NY 14623

**Estate: Chantel Lary Baumgartner**  
Date of Death: 10-26-2021  
Case Number: 2021E-S3708116  
Personal Representative: Kimberly Dalinger  
Address: 808 Cliffside Hwy. Gulfway, SC 29541

**Estate: James Robert Dickens**  
Date of Death: 11-26-2021  
Case Number: 2021E-S3708874  
Personal Representative: Emogene Neale Dickens  
Address: 430 Newberry Circle Westminster, SC 29683

**NOTICE TO CREDITORS OF ESTATES**

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**Estate: William Francis Wolfe**  
Date of Death: 11-22-2021  
Case Number: 2022E-S3700013  
Personal Representative: Jill Marie Wolfe  
Address: 265 Webb Heights Ct. Seneca, SC 29678  
Attorney, if applicable: J. Clark Anderson  
Address: PO Box 897 Anderson, SC 29622

**Estate: John Charles Monknight**  
Date of Death: 10-27-2021  
Case Number: 2022E-S3700015  
Personal Representative: Eva Marie Thompson McKnight  
Address: 321 College St. Westminster, SC 29692  
Attorney, if applicable: Emma W. Morris  
Address: PO Box 795 Seneca, SC 29678

**Estate: James Milton Morgan**  
Date of Death: 11-17-2021  
Case Number: 2021E-S3700443  
Personal Representative:

**LEGAL NOTICES**

**Estate: Edith Morgan**  
Address: 312 Fernwood Dr. Seneca, SC 29678  
**Estate: Rosie Lee Goss**  
Date of Death: 12-12-2021  
Case Number: 2022E-S3700223  
Personal Representative: Sabina Williams  
Address: PO Box 2069 Seneca, SC 29678  
Attorney, if applicable: Emma W. Morris  
Address: PO Box 755 Seneca, SC 29678  
**Estate: Billy Harold Brewster, Jr.**  
Date of Death: 08-22-2021  
Case Number: 2022E-S3700325  
Personal Representative: Robert Wayne Brewster  
Address: 105 Ridgeway Dr. Lagrange, GA 30240  
Attorney, if applicable: M. Ed McClaurin  
Address: 10 Commons Blvd. Seneca, SC 29678

**Estate: Mary Jeanne Kyle**  
Date of Death: 11-24-2021  
Case Number: 2021E-S3700227  
Personal Representative: Malorie Kyle Bell  
Address: PO Box 922 Lake Junaluska, NC 28745  
Attorney, if applicable: M. Ed McClaurin  
Address: 10 Commons Blvd. Seneca, SC 29678

**Estate: Linda Sue Johnson**  
Date of Death: 03-09-2021  
Case Number: 2021E-S3700284  
Personal Representative: Stacy Michele Bryant  
Address: 150 Harry Dr. Westminster, SC 29693

**Estate: Norma Jean Galloway**  
Date of Death: 10-31-2021  
Case Number: 2021E-S3700119  
Personal Representative: Diana R. Kyle Bell  
Address: 322 Rocky Knoll Rd. Walhalla, SC 29981

**Estate: Robert Henry Rogeman**  
Date of Death: 10-27-2021  
Case Number: 2021E-S3700840  
Personal Representative: Clay A. Little  
Address: 303 East South 8th St. Seneca, SC 29678

**Estate: Steven Paul Kaul**  
Date of Death: 10-28-2021  
Case Number: 2021E-S3700841  
Personal Representative: The Kauls  
Address: 13 Marina Village Wy. Salem, SC 29676

**Estate: Ronald Jacob Carner**  
Date of Death: 06-04-2018  
Case Number: 2021E-S3700378  
Personal Representative: Amy Carner  
Address: 932 Lancaster Ave. Lunenburg MA 01463  
Attorney, if applicable: Matthew J. Myers  
Address: PO Box 12120 Columbia, SC 29201  
Co-Personal Representative: Heather Carner  
Address: 10700 Woodhouse Ct. Bohal, WA 98011

**Estate: William Kenneth Matheson**  
Date of Death: 11-29-2021  
Case Number: 2021E-S3700581  
Personal Representative: Melinda M. Matheson  
Address: PO Box 113 Long Creek, SC 29658

**Estate: James Alfred Abernethy, Jr.**  
Date of Death: 11-18-2021  
Case Number: 2021E-S3700979  
Personal Representative: Linda Olear  
Address: 2831 Maria Isabel Ave. Cooke, FL 34761  
Attorney, if applicable: Gary H. Hall, Jr.  
Address: PO Box 728 Oconeeville, SC 29902  
Co-Personal Representative: Clayton Olear  
Address: 2831 Maria Isabel Ave. Cooke, FL 34761

**Estate: Linda Margaret Hunt**  
Date of Death: 12-31-2021  
Case Number: 2022E-S3700026  
Personal Representative: Wanda Carol Hymowitz  
Address: 2019 Curran Ct. Seneca, SC 29672

The Doonee County Rescue Squad Advisory Commission will hold its next scheduled meeting on Thursday, February 24, 2022 at 8:00pm. The meeting will be held in Council Chambers at 415 South Pine Street, Walhalla, SC. For further information, please call 864-264-1109 or email at: hvomg@dooneecsc.com.

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**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing-Ordinance 2022-05

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/26/2022



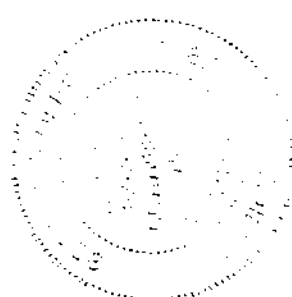
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

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**LEGAL NOTICES**

**LEGAL**

PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCOONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022."

**Notice of Public Hearing-**

There will be a public hearing at 6 p.m., Tuesday February 15, 2022 in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC 29691 for the following ordinance:

**Ordinance 2022-05**

"AN ORDINANCE TO ADOPT A REDISTRICTING PLAN FOR OCOONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

**Notice of Public Hearing-**

There will be a public hearing at 6 p.m., Tuesday February 15, 2022 in Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC 29691 for the following ordinance:

**Ordinance 2022-06**

"AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE OCOONEE INDUSTRY AND TECHNOLOGY PARK F/K/A THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK ("FIRST AMENDMENT TO THE DECLARATION"); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE FIRST AMENDMENT TO THE DECLARATION; AND OTHER MATTERS RELATED THERETO."

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ALL CLAIMS ARE required to be

**LEGAL NOTICES**

**Estate:** Edith Morgan  
**Address:** 312 Fernwood Dr., Seneca, SC 29678

**Estate:** Rosie Lee Goss  
**Date of Death:** 12/12/2021  
**Case Number:** 2022ES3700023  
**Personal Representative:** Calvin Whitner Jenkins  
**Address:** PO Box 2095 Seneca, SC 29679  
**Attorney, if applicable:** Emma W. Morris  
**Address:** PO Box 795 Seneca, SC 29679

**Estate:** Billy Harold Braswell, Jr.  
**Date of Death:** 08/22/2021  
**Case Number:** 2022ES3700025  
**Personal Representative:** Deborah Marie Braswell  
**Address:** 105 Ridgeway Dr., Lagrange, GA 30240  
**Attorney, if applicable:** M. Ed McLaurin  
**Address:** 10 Commons Blvd., Seneca, SC 29678

**Estate:** Mary Jeanne Kyle  
**Date of Death:** 11/24/2021  
**Case Number:** 2022ES3700027  
**Personal Representative:** Marlene Kyle Ball  
**Address:** PO Box 922 Lake Junaluska, NC 28745  
**Attorney, if applicable:** M. Ed McLaurin  
**Address:** 10 Commons Blvd., Seneca, SC 29678

**Estate:** Linda Sue Johnson  
**Date of Death:** 03/09/2021  
**Case Number:** 2021ES3700694  
**Personal Representative:** Stacy Michele Bryant  
**Address:** 150 Harrys Dr., Westminster, SC 29693

**Estate:** Norma Jean Galloway  
**Date of Death:** 10/31/2021  
**Case Number:** 2021ES3700819  
**Personal Representative:** Pamela Kaye Black  
**Address:** 322 Rocky Knoll Rd., Walhalla, SC 29691

**Estate:** Robert Harry Rigerman  
**Date of Death:** 10/27/2021  
**Case Number:** 2021ES3700840  
**Personal Representative:** Clay A. Ullmer  
**Address:** 303 East South 6th St., Seneca, SC 29678

**Estate:** Steven Paul Karol  
**Date of Death:** 10/28/2021  
**Case Number:** 2021ES3700841  
**Personal Representative:** Tina Karol  
**Address:** 10 Marina Village Wy., Salem, SC 29676

**Estate:** Ronald Jacob Carnes  
**Date of Death:** 06/04/2018  
**Case Number:** 2021ES3700878  
**Personal Representative:** Amy Carnes  
**Address:** 932 Lancaster Ave., Lunenburg, MA 01463  
**Attorney, if applicable:** Matthew J. Myers  
**Address:** PO Box 12129 Columbia, SC 29201  
**Co-Personal Representative:** Stephen Carnes  
**Address:** 10700 Woodinville Dr., Bothell, WA 98011

**Estate:** William Kenneth Matheson  
**Date of Death:** 11/26/2021  
**Case Number:** 2021ES3700851

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STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

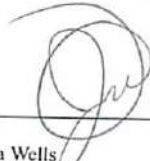
OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing-Ordinance 2022-06

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030

Subscribed and sworn to before me this  
01/26/2022



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

**LEGAL NOTICES**

**LEGALS**

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**LEGAL NOTICES**

**LEGALS**

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Attorney, if applicable: Emma W. Morris  
Address: PO Box 795 Seneca, SC 29679

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Personal Representative: Deborah Marie Braswell  
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Attorney, if applicable: M. Ed McLaurin  
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Estate: Mary Jeanne Kyle  
Date of Death: 11/24/2021  
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Address: PO Box 922 Lake Junaluska, NC 28745  
Attorney, if applicable: M. Ed McLaurin  
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Personal Representative: Stacy Michele Bryant  
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Personal Representative: Pamela Kaye Black  
Address: 322 Rocky Knoll Rd., Walhalla, SC 29691

Estate: Robert Harry Rigerman  
Date of Death: 10/27/2021  
Case Number: 2021ES3700840  
Personal Representative: Clay A. Ullmer  
Address: 303 East South 6th St., Seneca, SC 29678

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Date of Death: 10/28/2021  
Case Number: 2021ES3700841  
Personal Representative: Tina Karol  
Address: 10 Marina Village Wy., Salem, SC 29676

Estate: Ronald Jacob Carnes  
Date of Death: 06/04/2018  
Case Number: 2021ES3700878  
Personal Representative: Amy Carnes  
Address: 932 Lancaster Ave., Lunenburg, MA 01463  
Attorney, if applicable: Matthew J. Myers  
Address: PO Box 12129 Columbia, SC 29201  
Co-Personal Representative: Stephen Carnes  
Address: 10700 Woodinville Dr., Bothell, WA 98011

Estate: William Kenneth Matheson

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**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



---

Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/08/2022



---

Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



### ROOM FOR RENT

to Clemson Univ. student.  
14 miles (20) minutes from campus, this semester. WIFI, fridge, microwave, washer, dryer, den, Dish TV, downstairs. I'm retired, I live upstairs, my greatroom and BR, and kitchen are there. I only come downstairs to wash cloths. Fully furnished. Very nice safe neighborhood. No lease required. Prefer female or grad student.  
**\$600 bucks.**  
**864-710-1704.**

### REAL ESTATE SALES

#### HOUSES

#### PUBLISHERS NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

### ANNOUNCEMENTS

#### ANNOUNCEMENTS

#### BATHROOM RENOVATIONS

Easy, One Day Updates!  
*We specialize in fast bathing. Grab bars, no slip flooring & seated showers.*  
Call for a free in-home consultation:  
**844-524-2197**

**DENTAL INSURANCE** from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!  
1-855-397-7030  
[www.dental50plus.com/60](http://www.dental50plus.com/60)  
#6258

#### DONATE YOUR CAR TO KIDS.

Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - No Title Tax Donation - **Call (888) 515-3810**

**Classifieds Work**

complex in the Seneca area. If you are looking for a great place to live, Springbrook is the place! We would love to show you around. Credit and background check required. Units designed for persons with disabilities subject to availability. Rental assistance available. Come visit us at **115 Dalton Rd. or call (864) 882-5932 or TDD# (800) 735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer. **Apply TODAY!**

### WESTMINSTER EAST APTS:

**NOW AVAILABLE!!** Large 1BR & 2BR energy-efficient apartment homes, cable-ready, water included in rent. Credit and background check required. Section 8 welcome. Units designed for persons with disabilities and/or rental assistance subject to availability. Located at **100 Sunshine Circle in Westminster.** Call **(864) 647-6093** or **TDD#: (800)735-2905** for more info. Equal Housing Opportunity. Managed by Partnership Property Management, an equal opportunity provider and employer. **Apply TODAY!**

### SALES & SERVICES

#### AUCTIONS

**ADVERTISE YOUR AUCTION...** in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.

Call **Randall Savelly** at the S.C. Newspaper Network. 1-800-421-1014

### REAL ESTATE SALES

#### BUSINESS PROPERTY

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- 16. October 17, 2022
- 17. November 7, 2022
- 18. November 21, 2022
- 19. December 5, 2022
- 20. December 19, 2022
- 21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:  
July & August meetings, which will be only on the third Tuesday of each of these months;  
December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

## U-STOR-IT

Mini Warehouse  
Inside • Outside • No Cameras  
Fenced • Not Gated • Lighted  
Old Clemson Hwy.  
**654-1000**

# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
Chairman  
District I

Matthew Durham  
District II

Paul A. Cain  
Vice Chairman  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



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## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

		12/31/2021	1/31/2022
<b>Community First</b>			
Oconee County	74	CLOSED	CLOSED
OC Detention Center Inmate Trust	95	43,481.56	44,313.78
OC Sheriff Cleared Seizure	173	15,969.19	15,881.29
OC Summary Court Escrow Seneca	282	1,167.97	1,167.97
Detention Center Inmate Trust McDaniel	314	CLOSED	CLOSED
Administrative Account	829	CLOSED	CLOSED
Clerk of Court	837	CLOSED	CLOSED
OC Sheriff Escrow	852	1.00	1.00
Detention Center Inmate Trust	1511	3,283.00	-
Detention Center Inmate Service	1867	101,311.57	97,780.09
Oconee Summary Escrow Westminster	1881	477.77	477.77
OC Sheriff Pending Seizure	2252	178,693.68	178,701.27
OC Treasurer Refund	2312	CLOSED	CLOSED
OC Sheriff Federal Seizure	2351	73,505.90	61,508.84
OC Sheriff Seizure	3276	13,454.69	13,455.26
Tax Overpayment Account	3889	CLOSED	CLOSED
OC Detention Center	4408	Closed in 08/2020 due to fraud	
OC Clerk of Court	4786	17,439.71	14,856.69
OC Summary Court Walhalla	5421	2,006.56	1,705.46
OC Summary Court Westminster	6544	78.90	78.90
Detention Center Work Release	6551	302.93	-
OC Summary Court Westminster	6767	7,990.32	13,246.32
OC Summary Civil Seneca	7260	4,236.00	3,151.00
OC Summary Criminal Traffic Seneca	7278	25,018.99	25,843.81
OC Summary Court Bond	7286	16,107.01	0.01
OC Summary Court Salem	7294	-	-
OC Summary Court West Union	7302	4,983.54	6,346.54
OC Summary Civil Walhalla	7310	3,507.00	4,202.00
OC Summary Criminal/Traffic Walhalla	7328	55,661.63	49,300.59
OC Summary Criminal/Traffic Westminster	7336	7,307.07	14,200.57
OC Summary Civil Westminster	7344	1,055.75	3,260.75
Bank Board Fund	9183	5,940.00	1,941.00
PAI Employee Health Plan	9340	CLOSED	CLOSED
Employee Flex	9480	CLOSED	CLOSED
Retiree Health Reimb	9498	CLOSED	CLOSED
Probate Judge Escrow Account	510200058	CLOSED	CLOSED
OC Register of Deeds	700200207	CLOSED	CLOSED

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**TD Bank**

OC General Operating	307	30,286,666.55	72,695,947.03
OC Treasurer Refund Account	315	-	-
OC Treasurer Overpayment Account	331	24,044.69	58,022.81
OC Treasurer Payroll Account <b>Account Closed</b>	373	Account Closed	Account Closed
OC Treasurer OTC Credit Card	399	5,725,990.01	6,134,691.74
Oc Treasurer PAI Employee Health Plan	430	-	-
OC Employee Flex Spending	448	-	-
OC Retiree Health Reimbursement	456	-	-
OC Treasurer Payroll Account 2	943	70,662.56	70,798.03
OC Treasurer ACH Vendor Payment	2551	-	-
OC Treasurer Refund Account	2585	-	-
OC Delinquent Tax Sale	323	1,649,230.10	1,582,998.18
OC County Bond Account	414	2,633,541.53	3,030,877.98
OC School Bond Account	422	17,098,811.15	23,252,896.60
OC Clerk of Court Restitution	563	1,072.31	1,754.79
OC Clerk of Court Family/Child	571	ACCT CLOSED OCT 1, 2019	
OC Clerk of Court Bail Bond	589	31,671.37	45,656.52
OC Clerk of Court Bond Court	597	2,169.59	2,689.61
OC Probate Escrow Quarterly	604	14,620.25	14,621.49
OC LAT Account	2387	300,791.36	168,628.18

now titled Clerk of Court Cash bond Escrow Account

now titled Clerk of Court Bondsman Fees Account

**Bank of America**

Epay	5744	(787,622.34)	(693,725.47)
Pcard	7574	(242,522.96)	(208,247.36)

**Blue Ridge Bank**

Clerk of Court	4002051	361,414.12	400,530.75
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**Investments**

SC Local Government Investment Pool-County	1909	30,237,957.79	30,241,819.85
Multi-Bank Securities-County	23516	7,854,362.16	9,290,200.81
1st Tennessee-County <b>CLOSED</b>	5576000		-
1st Tennessee-County <b>CLOSED</b>	10023799		-
SC Local Government Investment Pool-2016 B GO	2085	485,805.25	485,867.29
SC Local Government Investment Pool-Rock Quarry	2161	1,523.20	1,523.51
SC Local Government Investment Pool-2013 GO	2211	99,189.07	99,201.73
SC Local Government Investment Pool-Del Tax	2467	786,144.22	786,244.64
SC Local Government Investment Pool-Bank Board	2611	305,144.85	279,181.16
Multi-Bank Securities Rock Quarry	30966	250,596.56	250,664.47

Total Funds 97,774,245.13 148,544,265.25

<b>County Funds</b>	<b>73,169,538.46</b>	<b>117,589,507.44</b>
<b>Minus Tax Allocations to School and Municipalities</b>	<b>(14,414,230.37)</b>	<b>(32,391,127.39)</b>
<b>Minus Tax Allocations for County Bonds</b>	<b>(397,100.81)</b>	<b>(531,884.21)</b>
<b>Minus Tax Allocations for School Bonds</b>	<b>(6,152,447.81)</b>	<b>(9,235,827.80)</b>
<b>ARPA Funds</b>	<b>(7,725,439.00)</b>	<b>(7,725,439.00)</b>
	<b>44,480,320.47</b>	<b>67,705,229.04</b>

Total Funds Held For Others 24,604,706.67 30,954,757.81

County Funds include all Operating accounts (i.e. Health Plan, Payroll, Refund Account, etc.).

Non-County Funds include accounts with various restrictions on use (i.e. drug seizure, debt repayment, other funds held on behalf of others, etc.).



# Public Comment

## SIGN IN SHEET

6:00 PM

February 15, 2022

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

### PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	BRUCE BURRELL	Dog Trail
2	Tom Markovich	Clemson By-pass
3	TONY ADAMS	GREENWAY PLAN
4	Frank & Pearson	Greenway / other
5	<del>Jonathan Cooper</del>	<del>Compensation</del>
6	MICKEY HANEY	
7	Bruce Burrell	Dog Trail
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



# PUBLIC HEARING SIGN IN SHEET

## Oconee County Council Meeting

**February 15, 2022 ~ ~ 6:00 p.m.**

**ORDINANCE 2022-04** AN ORDINANCE TO AMEND ORDINANCE 2021-01, THE BUDGET FOR OCONEE COUNTY, WHICH PROVIDES FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

**ORDINANCE 2022-05** AN ORDINANCE TO ADOPT A REDISTRICTING PLAN FOR OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**ORDINANCE 2022-06** AN ORDINANCE APPROVING "THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE OCONEE INDUSTRY AND TECHNOLOGY PARK F/K/A THE ECHO HILLS BUSINESS AND INDUSTRIAL PARK" ("FIRST AMENDMENT TO THE DECLARATION"); APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE FIRST AMENDMENT TO THE DECLARATION; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

### **PRINT Your Name & Check Ordinance[s] You Wish to Address**

	<b>Ordinance #</b>	<b>2022-04</b>	<b>2022-05</b>	<b>2022-07</b>
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	Ordinance #	2022-04	2022-05	2022-07
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